DURHAM

1869
CITY OF MEDICINE

City of Durham
Request for Proposals (RFP)
Bid # 16-0049

Date of Issue: Monday, April 25, 2016
Due Date: Friday, May 27, 2016 at 2:00 p.m.

REQUEST FOR PROPOSALS FOR
CONTRACTOR-HOSTED, WEB-BASED INTEGRATED
PARKING ACCESS AND REVENUE CONTROL SYSTEM

Through this RFP, the City of Durham is seeking proposals from qualified firms with demonstrated experience in providing and supporting a scalable, web-based, Contractor-hosted solution for an Integrated Parking Access and Revenue Control System (PARCS) with License Plate Recognition (LPR), including hardware and back-office software within a gate controlled environment.

Questions about this RFP should be directed to:

Project Manager	Thomas Leathers
Title	Division Manager, Parking System Management
Department	Transportation Department
Address	101 City Hall Plaza, Durham, NC 27707
Telephone	(919) 560-4366, ext. 36207
Email	Thomas.leathers@durhamnc.gov

TABLE OF CONTENTS

SECTION 1 - INTRODUCTION

Section 1.1 Durham Overview

Durham is a colorful, creative and entrepreneurial community that continuously earns accolades as one of the best places in the world to visit, live, and do business. With nationally acclaimed restaurants, shopping, historical sites, and a myriad of other things to do, Durham is the place "where great things happen."

Durham is located halfway between the Great Smoky Mountains and the beaches of the Atlantic Ocean; Durham is the fourth-largest city in the State of North Carolina, and the 85th-largest in the United States by population, with 245,475 residents as of the 2013 US Census Population Estimates.

Durham is the core of the four-county Durham-Chapel Hill Metropolitan Statistical Area which has a population of 534,578 as of the 2013 US Census Population Estimates. The U.S. Office of Management and Budget also includes Durham as part of the Raleigh-Durham-Chapel Combined Statistical Area, which has a population of 2,037,430.

Durham was nicknamed the "Bull City" in the late 1800s when the Blackwell Tobacco Company named its product "Bull" Durham Tobacco. By the time James B. Duke of the American Tobacco Company purchased the Blackwell Tobacco Company in 1898, Bull Durham was the most famous trademark in the world.

The "Bull City" prospered as a manufacturing hub for the tobacco industry and textiles for many decades, but has since transformed itself into a place where shopping thrives and high-tech industry flourishes with upscale housing in the same classic buildings where tobacco giants American Tobacco and Liggett-Myers once made this City their industrial home.

Durham occupies a prime location in the heart of North Carolina and is a nexus for learning, achievement, creativity, research and industry. Durham is a community that is home to over 300 restaurants, more than 40 annual festivals, Duke and North Carolina Central Universities, Durham Bulls Triple-A baseball, art and science museums, and world-class medical facilities, just to name a few. Durham is known as the City of Medicine, USA with healthcare as a major industry including more than 200 medical and health-related companies and medical practices with a combined payroll that exceeds $1.2 billion annually.

Section 1.2 Downtown Durham Overview

The downtown Durham area is experiencing a multitude of growth via revitalization of historic properties for commercial and residential use. Local venues host numerous special events, which bring thousands of visitors to downtown Durham each month. The downtown area is comprised of several of its own unique districts. Each is appealing for different reasons, and fortunately, they all are close to one another which make their exploration easy and fun.

Section 1.3 Historic American Tobacco District

Born of the vacated American Tobacco manufacturing plant, the Historic American Tobacco District is anchored by a one million square foot multi-use facility, as well as the Durham Performing Arts Center (DPAC) and the Durham Bulls Athletic Park (DBAP). The area has been reborn into a busy dining scene, as well as professional offices and residences, and is a popular spot for concerts and other community events.

Section 1.4   Durham Central Park District

The Durham Central Park District is where the Durham Farmers' Market is held, as well as the location for many community events. It is also home to a 10,000 square foot skate park, several art studios, and great lawns upon which to relax. The Northern Central Park District is on the northern edge of Downtown itself, and is a hotbed of live music, bars, restaurants, and a theater. This is also a very common area for some of Durham's food trucks to park and serve, lending culinary diversity to an area that is already diverse in many other ways.

Section 1.5   Warehouse District (West Village and Brightleaf District)

The Warehouse District includes West Village and Brightleaf Square. West Village dominates the district by occupying former Liggett and Myers tobacco buildings that have been converted into hundreds of apartments, offices, shops and restaurants. Brightleaf Square was solidified as a destination with the adaptive reuse of two turn-of-the-century tobacco warehouses. Turned into offices, retail and dining, these two buildings create a focal point for many other adjacent dining establishments. Collectively, this area is a lively nightlife spot, as well as a bustling retail center during the day.

SECTION 2: RFP OVERVIEW

The City of Durham ("City") desires to procure a scalable web-based, Vendor-hosted solution for an integrated Parking Access and Revenue Control System (PARCS) including hardware and back-office software ("System") within a gate controlled environment. The Transportation Department's Division of Parking Management is the primary sponsor of the System. The City owns and operates five (5) garages and 12 surface lots, providing over 2,878 off-street spaces and over 3,100 on-street spaces, including 1,000 parking meter spaces and 900 residential permits in a controlled residential parking permit program.

The purpose of this Request for Proposals (RFP) is to solicit proposals from qualified Proposers to establish a contract through competitive sealed proposals for the provision of a Parking Access and Revenue Control System that uses leading edge technology that operates on an open architecture platform. For management reporting purposes, the System must integrate with the City's existing off-street parking solutions and provide a graphical display of the entire integrated off-street operations displaying the status of current revenues earned, location occupancy, duration, car counts, system activities, error/fault messages, and other key operating functions and statistics.

The System shall have the capability of processing and tracking various parking users including transient, hotel patrons, residential tenants, tenant guests, monthly parkers, and valet parking. The City prefers a System that uses License Plate Recognition (LPR) technology to process and/or track transactions, access, and inventory of vehicles using the garages. In addition, the City prefers a System that accepts multiple payment options including those from mobile devices, electronic wallet solutions, and automated clearing house solutions.

Parking Enforcement Ambassadors use License Plate Recognition for parking enforcement via the Municipal Citation Systems and Genetech. Any System presented will need to provide real-time paid parking information for enforcement officers.

As part of this proposal, the respondent must be willing to provide temporary demonstration equipment, at no cost, for customer evaluation, input, and satisfaction.

The City engaged Kimley Horn and Associates, Inc., an outside consultant, to conduct a Comprehensive Parking Study throughout the downtown area. The Comprehensive Parking Study should be used for reference purposes only. A copy of this report and details of the City's parking meter program recommendations and other important information can be found on the City's website at http://durhamnc.gov/1085/Comprehensive-Parking-Studies

The contract award is subject to approval by the City Council.

Section 2.1   Objectives

The City of Durham is seeking proposals from qualified firms with demonstrated experience in providing and supporting a Contractor – Hosted, scalable, web-based solution for an Integrated Parking Access and Revenue Control System with License Plate Recognition, including hardware and back-office software within a gate controlled environment.

Section 2.2 Background

The City of Durham currently uses 3M's (formerly Federal APD) Parking Access and Revenue Control System (PARCS) in all of its Off-Street parking facilities. The system includes all hardware and software needed to provide an operational parking management system. In November, 2014, the 3M Company announced that it will be transitioning out of the PARCS business by closing the parking manufacturing operations. According to 3M's press release, the company will continue to support warranties for up to two years. The City's 3M PARCS' equipment is out of warranty status.

The closure of 3M's parking business raised several short-term and long-term concerns for the City. Some of the concerns include:
- Software support, maintenance, and training.
- Compliance with statutory and financial institutions requirements (e.g., PCI).
- Service calls (hardware and software) especially after the end of 3M's warranty period.
- Spare parts.
- System upgrade needs due to constantly changing parking industry requirements.
- System and feature upgrades needed to support changes in payment industry and related demands/expectations from users/parkers.
- Technology improvements and enhancements.
- Protection of parking system from hackers. In recent years, the parking and IT industries have experienced an increase in system break-ins from hackers.
- Potential loss of equipment value due to lack or absence of proper and well maintained PARCS operating system.

The City wants to properly collect parking revenues from its parking facilities, maintain its PARCS hardware and software on a long-term basis, and provide a high level of customer service to its current and future customers. The City has initiated a replacement program of all existing Off-Street PARCS. The City is soliciting proposals from qualified proposers to establish a contract through competitive, sealed proposals for the provision of a complete PARCS for City owned Off-Street parking facilities. The proposers will provide all necessary PARCS hardware, software, installation and related services for the City. The details of PARCS and related services are defined later in this document.

Section 2.3 Scope of Work

The scope of the required project shall include, but is not limited to, the design, development, programming, reliability testing, fabrication, unit testing, system testing, packaging, shipping, installation, start up, maintenance, training of staff and documentation of a PARCS that will provide for multiple credentials for access control and payment services.

The new PARC system will provide transient parkers with automated payment stations strategically located in each parking garage coinciding with a graphics program to assist transient parkers.

The technical requirements for the project, as provided in Appendix A of this RFP, describe the system concepts, operational and technical requirements and various procedures for the design, development, fabrication, programming, testing, installation and implementation of the various items of access control credentials and fee collection equipment.

The primary objectives are as follows:
- Improve customer service by reducing system downtime and repair costs.

- Provide efficient throughput with License Plate Recognition (LPR).
- Reduce in-lane queue time for all parkers.
- Improve technology to reduce staff hours and enhance customer service.
- Improve administration and operations process through enhanced reporting.
- Automate multiple credentials for access control and payment options.

Section 2.4   Parking Facility Information

Currently, the City uses 3M (formerly Federal APD) PARCS at five parking garages and one surface parking lot. All five garages have dedicated entry and exit lanes. All lanes are gated.

The Chapel Hill Street Garage has 364 total spaces. Monthly parkers access the garage with a proximity access card. This garage generates approximately $415,000 in annual revenues.

The Church Street Parking Garage has 412 total spaces. Monthly parkers access the garage with a proximity access card. This garage generates approximately $240,000 in annual revenues.

The Corcoran Street Garages has a total of 554 spaces with 50 spaces allocated for the valet parking for the adjacent hotel. This garage generates approximately $700,000 in annual revenues.

The Durham Centre Garage has a total of 720 parking spaces. This garage generates approximately $430,000 in annual revenues. This garage serves guests attending events at the Durham Convention Center, Durham Armory, Durham Arts Council and the Carolina Theatre.

The City Hall Annex has a total of 67 parking spaces and is a restricted use facility reserved for elected and appointed City officials and departmental service vehicles.

Section 2.5   Parking Management Contractor

The City of Durham currently contracts with Republic Parking System to manage its Parking Operations, (i.e., On-Street Parking Program, Off-Street Parking Program, Controlled Parking Residential Area Program, etc.).

SECTION 3: SCHEDULE

Section 3.1   Schedule

The timing and sequence of procurement events associated with this RFP will be determined solely by the City of Durham. This is a competitive bid process, and as such, the City has developed a schedule regarding the preparation of Proposals and other events. The key events and deadlines for the RFP process are as follows, some of which are set forth in more detail in the Sections that follow:

Schedule of Events	Date
Issuance of RFP	Monday, April 25, 2016
Pre-Bid Conference and Facility Tour	Monday, May 9, 2016 at 10:30am
Deadline for Written Questions	Friday, May 13, 2016 at 4pm
Addenda (if any) issued	Monday, May 16, 2016
Proposals Due	Friday, May 27, 2016 at 2pm
**Finalists Demonstrations and Interviews	Thursday, June 23, 2016
RFP Vendor Selection and City Council Approval	August 15, 2016
Contract Commencement Date	October 1, 2016

*** The City of Durham reserves the right not to conduct oral interviews and to select a firm based on the written Proposal only.*

Section 3.2   Submission of Written Questions

During this period, Proposers are permitted to submit written questions. If the City of Durham determines it is in its best interest to do so, it may increase both the question and response periods. All questions shall be submitted via email to the City's Point of Contact as identified in Section 3.6 of this RFP.

Section 3.3   City of Durham's Response to Written Questions

Throughout this period, the City of Durham will provide its responses to the written questions submitted by Proposers, and when possible, will do so within one week, at which time the City will issue an addendum to all Proposers. The City of Durham reserves the right to not answer certain questions if it determines that such questions are not pertinent to this procurement.

Section 3.4   Proposals Due

Proposals are due by 2:00 p.m. E.S.T. on Friday, May 27, 2016, at the address set forth in Section 3.6 of this RFP with a signed Cover/Transmittal Letter, and all required forms and documents as set forth in this RFP. All Proposals will be time stamped upon receipt and held at a secure location until this date. Proposals submitted after this date will not be accepted.

Section 3.5   Pre-Bid Conference

The **Pre-Bid Conference and Facility Tour** will be held for this procurement on Monday, May 9, 2016 at 10:30 a.m., E.S.T. in the City Council Chambers, located the 1st floor of City Hall located at 101 City Hall Plaza, Durham, N.C. Respondents are strongly encouraged to attend.

Section 3.6 City of Durham Point of Contact

Unless otherwise specified, Thomas Leathers, the Parking Systems Manager, is the City of Durham's contact for purposes of this RFP and subsequent Proposals. Communications should be sent to:

Thomas Leathers, Parking Division Manager
City of Durham Transportation Department
101 City Hall Plaza, 4th Floor, Suite 4200 Durham, NC 27701
Phone (919) 560-4366 ext. 36207
Fax (919) 560-4561
Email: thomas.leathers@durhamnc.gov

Section 3.7 Proposer Questions, Interpretations, Addenda, and City Response

The City of Durham intends to answer questions from any Proposer that is considering submitting a Proposal. However, no interpretation or clarification of any part of this RFP will be made orally to any Proposer. Questions received by the City up until Friday, May 13, 2016 at 4:00 p.m. E.S.T. will be answered. All such questions must be submitted via email to the City's point of contact. The City will not respond to telephone inquiries or visits by Proposers or their representatives regarding any aspect of the RFP.

In order to ensure proper processing of Proposer questions, Proposers must include reference to RFP # on the subject line of the email message and shall reference the RFP Section/subsection (e.g. Section 3.4 Proposer Questions, etc.). The City will endeavor to issue responses to Proposer questions on Monday, May 16, 2016 and will post the responses on the City of Durham Finance Department's Bid and Notices website at http://durhamnc.gov/ich/as/fin/Pages/bids.aspx

Clarifications or interpretations and any supplemental instructions, if issued, will be issued in the form of written Addenda by email to all parties. Each Proposer shall be responsible for determining that it has received all Addenda issued. Any and all Addenda will be issued to all Proposers and shall become part of this RFP. The City of Durham will not be responsible for, and a Proposer may not rely upon or use as the basis of a claim against the City or any consultant of the City, any information, explanation, or interpretation of the RFQ rendered in any fashion except as herein provided.

SECTION 4: SUBMISSION REQUIREMENTS

Section 4.1   Instructions for Submission of Proposals

Proposals must be received by **Friday, May 27, 2016 at 2p.m. E.S.T.** Postmarks will not be considered in judging the timeliness of submissions. Proposals may either be mailed or hand-delivered to the City of Durham Transportation Department as follows:

      Mailing Address: City of Durham
                                    Department of Transportation
                                    101 City Hall Plaza, 4th Floor, Suite 4200
                                    Durham, NC 27701
                                    Attn: Thomas D. Leathers, Parking Division Manager

      Physical Address: (for personal delivery):
                                    City of Durham
                                    Department of Transportation
                                    101 City Hall Plaza, 4th Floor, Suite 4200
                                    Durham, NC 27701
                                    Attn: Thomas D. Leathers, Parking Division Manager

Each proposal shall include 1 original and 9 copies (for a total of ten) and shall be submitted in a sealed envelope and properly addressed. Proposals that are submitted by fax or email will not be accepted. Late submissions will not be considered.

Proposers must also submit an electronic version of the Proposal in both Word and Adobe Acrobat versions.

Proposals must be delivered to the City of Durham's Point of Contact in boxes no larger than the normal-sized "cardboard boxes" which usually accommodate 10 reams of 500 count sheets of paper. Each box must be clearly marked with the Proposers name and address, the RFP number, and the contents of each box.

The Proposal and copies must be bound in a loose leaf or spiral binder with the Proposer's name on the front cover and on each page. Each page in the binder must be numbered consecutively in Arabic numbers from the beginning of the binder (Transmittal Letter) to the end. Identify each section (and to the degree feasible, each subsection) with clearly distinguished and labeled "tabs," keyed to the Table of Contents, so that specific sections can be easily referenced.

Proposers shall comply with all RFP instructions and conditions when responding to this RFP. Failure to conform to these instructions may cause disqualification. The City of Durham, in its sole discretion, may reject any nonconforming Proposal.

Proposals should be designed to illustrate an understanding of the Proposers' competency and expertise in meeting the requirements of this RFP. Proposals should be prepared simply and economically, providing a straightforward, concise discretion of the capabilities of the Proposer and the solution they are proposing. Emphasis should be on completeness and clarity of content.

The Proposer shall ensure that adequate and accurate responses are provided. It is the responsibility of the Proposer to provide complete answers to each requirement even if that results in redundant, duplicated material within the Proposal. Additionally, in the event the Proposer provides an alternative approach to an RFP requirement in its Proposal, such alternatives shall be highlighted in blue. The Evaluation Committee shall not be required to search for the answers in other sections of the Proposal.

Section 4.2   Format

Please use recycled paper, printed double-sided to the maximum extent practical, and submit a three-ring or spiral-bound Proposal. Please do not bind your Proposal with glued binding. Tabs or other separators may be used within the document.

Document text should be left-justified; with an Arial 12-pt font (10-pt font may be used for tables and diagram descriptions). Pages should have margins of at least one inch on all sides (excluding headers and footers). A table of contents is required.

Section 4.3   Conflict of Interest

A respondent submitting a proposal certifies that no officer, agent or employee of the City of Durham who has a pecuniary interest in this RFP has participated in the contract negotiations on part of the City of Durham; that the proposal is made in good faith without fraud, collusion or connection of any kind with any other respondent to this Request for Proposal; and that the respondent is competing solely on his or her own behalf without connection with, or obligation to, any undisclosed person or firm.

Section 4.4   Restrictions on Communications with City of Durham Staff

From the date of release of this RFP until the execution of a Contract as a result of this RFP, all contacts with personnel employed by or under contract to the City of Durham are restricted. During the same period, no prospective Proposer shall approach personnel employed by or under contract to the City of Durham or any other agency of the City of Durham participating in the evaluation of Proposals and any other related matters. An exception to this restriction will be made for Proposers who, in the normal course of business under a current contract with the affected agencies, may need to discuss legitimate business matters concerning their on-going work with the contracting agency.

Violation of these conditions may be considered sufficient cause by City of Durham to reject a Proposer's Proposal, regardless of any other consideration.

Section 4.5   Proposal Organization and Content

Firms interested in responding to this RFP must provide all information as requested in this Request for Proposal. For consideration, all proposals should be as responsive as possible to the solicitation. Additional materials in other formats or pages beyond the stated page limit(s) may not be considered. The City may reject as non-responsive at its sole discretion any proposal or any part thereof, which is incomplete, inadequate in its response, or departs in any substantive way from the required format. In order to adequately evaluate the proposals, all Proposers should use the following format:

1. Experience (20 Points)
   Proposers shall provide a concise description of their work experiences as it relates to the scope of work outlined herein. Said description should include, but not be limited to:
   a. Proposer's established experience record in providing comparable services.

b. Number of years the Proposer has been providing these types of services;

c. A minimum of five (5) references for which the Proposer has provided services comparable to those described in this RFP. For each reference, detail:
- Name of firm;
- Address of firm;
- Name, title, e-mail address, phone, and fax of a contact for the firm;
- Number of years Offeror has served the firm; and
- Brief summary of scope of services provided.
- If Offeror is not licensed a Licensed Contractor in the State of North Carolina, the Contractor shall provide information regarding Sub-Contractor who will be performing installation work (Sub-Contractor must be licensed Contractor in State of North Carolina)

The City reserves the right to contact any additional references it deems appropriate or in its best interests when evaluating the Proposer's proposal. The City may conduct other reference checks with persons whose names have not been provided by the Proposer, but that the City has knowledge. The City may use references to obtain additional information, break tie scores, or verify any information needed. The City may check additional references to determine if references provided by the Proposer are supportive of the Proposer's ability to comply with the requirements of this RFP. Failure to provide complete and accurate information in a proposal may be cause for rejection.

d. Proposer shall show proof that it is able to provide on-site emergency service and repair within a maximum of two (2) hours from notification, 24 hours/day and 7 days a week.

e. The Proposer shall verify and show proof, that it is an authorized manufacturer's representative for the equipment it is proposing to supply under this contract. Proposer must also show proof that it maintains local authorized factory trained service personnel who will be available to provide installation and service support for this contract as required.

f. All Contractor personnel shall be fully qualified and trained. Provide the names, qualifications, and experience of personnel proposed for this project. Resumes of staff to be assigned to the project may be used.

g. Proposers shall submit a list of sub-contractors and the local distributor, identifying the nature of work that shall be performed pursuant to this contract and their qualifications.

2. Capability and Skills (20 Points)
Proposer shall provide a description of the qualifications and skills of the organization and personnel who shall be responsible for performance of the services. Such description shall, at a minimum, include the following:
a. A description of the Proposer's company history and current operating characteristics to include the number of years in business, philosophy, ownership, number of employees, organizational chart, annual sales, geographic coverage, etc.

b. A description of the Proposer's financial stability and other resources that most adequately ensures the delivery of acceptable services to the City. The Proposer shall indicate the type of organization they represent, i.e. individual, partnership or corporation. If the Offeror represents a corporation or partnership, the names of the President, Vice-President, Secretary, Treasurer and all principals or partners shall be listed. The Proposer should provide financial statements – i.e. audited annual financial reports, for the previous three (3) years.

c. A listing of the personnel that will be assigned to the project along with a summary of their qualifications and specific responsibilities for the project.

3. <u>Technical Requirements (20 Points)</u>
Proposers should ensure that its Contractor-Hosted, Web-based, Parking Access and Revenue Control System and all associated back office software platforms meet the requirements as set forth in the Scope of Work found in Appendix A.

4. <u>Services to be Provided (20 Points)</u>
Proposers should provide a description outlining the services to be performed. Such description should, at a minimum, provide the following information:
   a. Proposer's understanding of the project.
   b. Overall project plan.
   c. Listing and annotation as to the manner in which the Proposer proposes to meet each provision stipulated in the Scope of Work section of this RFP.
   d. Listing of all major tasks to be performed by the Proposer and the deliverable products associated with each task.
   e. Listing of the individual products to be provided.
   f. Time schedule associated with the completion of each task.
   g. List of any exceptions taken to the provisions of this RFP.

5. <u>Price (20 Points)</u>
Proposer shall provide a detailed description of the total cost to perform the services using Appendix C. In addition, Proposer shall provide a proposed milestone payment schedule.

6. Value Added Items
Provide a detailed list of value added items that the respondent can offer (at no additional cost) that would enhance the goods or services, provided by the City, requested in this RFP.

7. Sample management reports

8. Sample communications materials

9. Product brochures in English and Spanish

10. Product instructional videos in English and Spanish

11. <u>Legal Issues History</u>
   a. For purposes of this section, the scope of each question includes the Proposer, any Proposer Parties partners and Subcontractors. (a) During the five (5) years

immediately preceding submission of the Proposal, has the Proposer or any of its Proposer Parties, partners or Subcontractors been the subject of any bankruptcy, insolvency, reorganization or liquidation or receivership proceedings? If so, please explain.

b. During the five (5) years immediately preceding submission of the Proposal, has the Proposer or any of its Proposer Parties, partners or Subcontractors been the subject of any litigation, investigation or proceeding before or by an arbitrator or Governmental Authority which is continuing or threatened against the Proposer or any of the other Proposer Parties, partners or Subcontractors involving: (1) Contractor default or claims of breach by a Governmental Authority or failure to perform services in accordance with the terms of one or more agreements with Governmental Authorities; (2) Conviction of a criminal offense, including, but not limited to fraud, embezzlement or dishonest acts with respect to obtaining, attempting to obtain or performing a transaction or contract for a Governmental Authority or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, tax evasion, violating federal criminal tax laws, or receiving stolen property; (3) Violation of federal or state antitrust statutes relating to the submission of offers or proposals or the commission of any unfair trade practices; (4) Tax and securities law violations, including fraud and delinquency; (5) Ethics, conflict of interest, corrupt practice and campaign contributions violations; (6) Breach of duty of good faith and fair dealing; or, (7) Violation of the U.S.A. Patriot Act provisions pertaining to business practices? If so, please explain.

c. During the five (5) years immediately preceding submission of this Proposal has the Proposer or any of its Proposer Parties, partners or Subcontractors been convicted of any criminal violations(s) of any environmental or health and safety law? If so, please explain. (d) Is there, or has there been within the last five (5) years immediately preceding the submission of the Proposal, any litigation or governmental or regulatory action pending or threatened against the Proposer or any of its Proposer Parties, partners or Subcontractors that might have a bearing on the ability of the Proposer, Proposer Parties, partners or Subcontractors to provide services to the City (e.g., litigation with any state; or litigation between the aforementioned organizations and any third party provider of required services to the State, etc.)? If so, please explain.

d. Has the Proposer, any partner or Subcontractor been principally involved in any legal or administrative actions directly with the State of North Carolina or any municipality in this State? If so, please explain.

e. Is the Proposer or any of its Proposer Parties, partners or subcontractors delinquent in any taxes or other monetary obligations owed to the City of Durham? If so, please explain.

12. Affirmation of Due Diligence
By submitting a Proposal, Proposers are representing that they have examined and are thoroughly familiar with each of the elements of this RFP, including the: data and information pertaining to parking utilization, actual physical items, services or functions essential to the satisfactory implementation, management and administration of Paid On-Street Parking operations for the City of Durham's facilities ("Due Diligence") and the

services to be provided under the ensuing Contract. Please affirm the representations in this RFP with respect to Due Diligence.

Section 4.6   Signed Proposals

The proposal must be signed by the person(s) authorized to sign on behalf of the Proponent and to bind the Proponent to statements made in response to this Request for Proposal.

If a corporation makes the proposal, it shall be signed in the name of the corporation, followed by the written signature of the officer signing and the printed or typewritten designation of the office he/she holds if the corporation.

If the proposal is made by partnership or co-partnership, it shall be so stated and it shall contain the names of each partner and shall be signed in the firm's name, followed by the signatures of the partners. If the proposal is made by a joint venture, a certified copy of the joint venture shall accompany it, documents evidencing the authority of all parties to the joint venture to enter to such agreement and a financial statement for the joint venture describing in detail the individual contributions of all parties to the joint venture.

Section 4.7   Irrevocability of Proposals

The Proponent has within 72 hours of bid opening (May 27, 2016 at 2:00p.m., E.S.T) to request in writing that its bid be withdrawn without penalty. By submission of a proposal, the Proponent agrees that, should its proposal be deemed successful, the Proponent would enter into Contract with the City of Durham. The City of Durham shall not be obligated in any manner whatsoever to any Proponent until a written agreement has been duly executed relating to an approved proposal.

Section 4.8   Changes to Proposal Wording

The Proponent will not change the wording of its proposal content after the closing date and no words or comments will be added to the proposal unless requested by the City of Durham for purposes of clarification.

Section 4.9   Proponents Expenses

Proponents are solely responsible for their own expenses in preparing a proposal and for subsequent negotiations with the City of Durham, if any.

Section 4.10   Limitation of Damages

Further, the Proponent, by submitting a proposal, agrees that no claim for damages will arise, for any reason, relating to the Contract or in respect of the competitive process. The Proponent, by submitting a proposal, waives any claim for loss of profits if no agreement is made with the Proponent.

Section 4.11   Acceptance of Proposals

The City of Durham is not bound to accept the lowest priced or any proposal of those submitted. Proposals will be assessed in light of the evaluation criteria and the City of Durham is under no obligation to receive further information, whether written or oral, from any Proponent.

Section 4.12   Definition of Contract

Notice in writing to a Proponent of the acceptance of its proposal by the City of Durham and the subsequent full execution of a written Contract will constitute a Contract for services and no

Proponent will acquire any legal or equitable rights or privileges relative to the goods or services until the occurrences of both such events.

Section 4.13   Liability for Errors

While the City of Durham has used considerable efforts to ensure an accurate representation of information in this Request for Proposal, the information contained in this Request for Proposal is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the City of Durham, nor is it necessarily comprehensive or exhaustive.

Section 4.14   Agreement with Terms

By submitting a proposal, the Proponent agrees to all the terms and conditions of this Request for Proposal.

Section 4.15   Modification of Terms

The City of Durham reserves the right to modify the terms of the Request for Proposal at any time at its sole discretion. Such modifications will be communicated to all Proponents through formal addendums.

Evaluation of proposals is made easier when all documents are submitted in an identical format. The following format and sequence should be followed in order to provide consistency in the received responses as well as to ensure that each proposal receives full consideration. All pages should be numbered.

The City of Durham requires that all firms responding to this Request for Proposal complete a non-collusion affidavit. If the City of Durham elects to reject all proposals, the City of Durham will not be liable to any Proponent for any claims, whether for costs or damages incurred by the Proponent in preparing the proposal, loss of anticipated profit in connection with any final Contract or any other matter. Complete the Attached Non-Collusion Affidavit found in Exhibit N.

Proposals must meet all requirements of this RFP. However, if based on a Proposer's experience, there are alternative implementation approaches that will ultimately achieve the City of Durham's objectives, but through different solution approaches, the Proposers are encouraged to offer such alternatives and their rationale. Such alternative information shall not be provided in lieu of, but in addition to RFP required responses, and must be clearly marked as such. The City of Durham will give consideration to alternatives in Proposals if it is determined that such alternative enhances the development, implementation, and operational aspects of and the timetable for the Project.

SECTION 5: EVALUATION AND SELECTION CRITERIA

Section 5.1   Evaluation Criteria

A Selection Review Committee (Committee) will be appointed to evaluate the proposals received. For the purpose of scoring proposals, each Committee member will evaluate each proposal in accordance with the criteria listed in Section. The Committee may seek the assistance of outside expertise, including, but not limited to, technical advisors. The Committee will require a minimum of ten (10) working days to evaluate and score the proposals.

The choice regarding how or when to proceed, the need for additional clarifications, decisions to begin or terminate negotiations, determination of a reasonable time, decisions to open negotiations with a lower scoring Proposer, and any decision that a solicitation should be cancelled are all within the sole discretion of the City.

All communications shall be through the City project manager referenced on the cover page of the RFP. At the City's sole discretion, communications with members of the evaluation committee, other City staff, or elected City officials for the purpose of unfairly influencing the outcome of this RFP may be cause for the Proposer's proposal to be rejected and disqualified from further consideration.

Section 5.2   Evaluation Process

The proposal evaluation process consists of a series of Evaluation Levels that will lead to the identification of a finalist. Each proposal response will be evaluated in accordance with the following evaluation criteria and minimum qualifications.

Proposal responses certified as meeting the RFP mandatory minimum requirements in Sections 4 and 5, and all other responsiveness requirements found in this RFP, will be further evaluated as part of Evaluation Level #1. One hundred (100) possible points are available at Level #1. This step consists of a detailed review of the written proposal responses as follows:

Level #1 Evaluation Criteria	
Criteria	Maximum Possible Level #1 Score
1. Cover Letter	N/A
2. Firm Experience (includes references)	20
3. Capability and Skills	20
4. Technical Requirements	20
5. Services to be Provided	20
6. Cost Proposal	20
TOTAL	100

In Evaluation Level #1; the Committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The committee shall review each proposal and rank each proposer's evaluation criteria as stated in this RFP (i.e. criteria 1, 2, 3, 4, 5, 6), and determine a minimum of three (3), if more than three (3) proposals are responsive, to be finalists for further consideration. In the event there are less than three (3) responsive proposals, the committee will give further consideration to all responsive proposals received.

Section 5.3   Evaluation Level #2 – Oral Presentation Scoring

If oral interviews, demonstrations or presentations are determined to be necessary, this next step will consist of oral presentations and further clarification of the Proposer's response. The City shall select the top three (3) finalists deemed to be fully qualified and best suited among those submitting proposals. In Evaluation Level #2, each finalist will be required to provide an oral presentation and demonstration of the proposed solution on a date and time determined by the City. If necessary, the committee will then conducts discussions, for clarification purposes only, with the finalists and re-score and re-rank the finalists' proposals.

Proposers invited to participate in Evaluation Level #2 shall be given additional information regarding the City's desired content a reasonable time before the scheduled oral presentations/demonstrations are held. The scoring of the Level #2 will be as follows, but a more detailed breakdown of the Evaluation Level #2 scoring may be provided by the City to the finalists.

Level #2 Evaluation Criteria	
Criteria	**Maximum Possible Level #2 Score**
Content of Oral Demonstration Presentation	100
TOTAL	**100**

Following completion of the Evaluation Level #2 scoring, each Proposer's Evaluation Level #2 score will be added to their Evaluation Level #1 score to determine their Total Overall Score. The highest scoring Proposal, based on their Total Overall Score, may be identified as the recommended Contractor. After all evaluation requirements are met, the evaluation committee may then make a recommendation, resulting from this process, to the City Council for award of a contract.

All costs associated with the oral presentations, in-house and field evaluation will be the sole responsibility of the Proposer.

The City of Durham reserves the right, before awarding the contract, to require a Proposer to submit any evidence of its qualifications as the City may deem necessary, and to consider any evidence available of financial, technical and other qualifications and capabilities, including performance experience with past and present users.

The City of Durham reserves the right to request additional clarifying information and request additional oral presentations from any and all Proposers prior to determination of award.

The City reserves the right to award the contract to that Proposer who will best serve the interest of the City. The City reserves the right based upon its deliberations and in its opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations to the specifications and in the bidding process.

SECTION 6: TECHNICAL PROPOSAL CONSIDERATIONS

The Technical Specifications document is to be used as a general guide and is not intended to be a complete list of work necessary to complete the project. Proposers should study the following Categories to ensure complete understanding of equipment and services required. The Proposer shall describe the services proposed by your firm and your implementation plan for this contract.

Section 6.1   Service Test Period

The successful Contractor must successfully complete the acceptance testing requirements within a ninety (90) day period following Contract award and product installation. The City will accept the fully operational product(s) only when the Contractor has successfully proven the respective product to function in accordance with the RFP requirements before the end of the testing period.

Performance trial and acceptance testing shall be based on the units being fully and consistently operational for a period of not less than thirty (30) working days after receipt and installation. The City will use this testing period to evaluate the products and verify that all requirements stated in this RFP have been met. If it is determined that all requirements have not been met, that machines have experienced excessive malfunctions, errors, etc. or that resolution of any problem cannot be attained, the City reserves the right to return the products at no cost to the City.

A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Contractor or to select another Contractor.

Section 6.2   Documentation

Contractor shall provide the City with five (5) sets of printed hardware and software documentation and manuals with system delivery.

Section 6.3   Equipment Warranty/Extended Maintenance

Proposer shall include a three-year initial warranty on parts and materials, labor and incidentals for the Integrated PARCS system.

The Division of Parking System Management will be the first line of maintenance to repair, replace or investigate concerns with the equipment. If Parking Services is not able to correct the problem, the vendor shall provide on-site services within twenty-four (24) hours of being informed. Proposer shall include a copy of the standard maintenance agreement as a part of the RFP response. Such agreement shall be subject to City review, modification, and acceptance.

SECTION 7: CONFIDENTIAL FEE COST PROPOSAL

The City of Durham intends to award this Contract to the firm that it considers will provide the best overall program services. The City reserves the right to accept other than the lowest priced offer and to reject any Proposals that are not responsive to this request. The Cost Proposal Forms are provided in Appendix C.

Proposers must quote firm, fixed, rate for all services identified in this request for proposal. No other costs will be accepted. This firm fixed rate will be the same for the initial contract period.

- Pricing shall include any and all back office operational and/or management fees.

- Pricing shall include the cost to obtain or maintain all permits, certifications, and licenses that may be required to perform the contract.

The Proposer shall provide alternative approaches to purchase or finance of the proposed equipment, including but not limited to, outright purchase, lease or lease purchase. Please provide a comprehensive description of the costs associated with each and the benefits and disadvantages of each approach. Cost proposals must include pricing and a description of the maintenance needed for the system to operate over a ten (10) year life span.

Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this Contract the following applicable coverages and limits. The requirements contained herein, as well as the City's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Contract.

a. **Commercial General Liability** – Combined single limit of no less than $1,000,000 each occurrence and $2,000,000 aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Gross Liability.

b. **Automobile Liability** – Limits of no less than $1,000,000 Combined Single Limit. Coverage shall include liability for Owned, Non-Owned and Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Auto Liability policy. Automobile coverage is only necessary if vehicles are used in the provision of services under this Contract and/or are brought on a City of Durham site.

c. **Umbrella or Excess Liability** – Contractor may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability, however, the Annual Aggregate limits shall not be less than the highest 'Each Occurrence' limit for required policies. Contractor agrees to endorse City of Durham as an 'Additional Insured' on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a 'Follow-Form' basis.

d. **Workers' Compensation and Employers Liability** - Contractor agrees to maintain Worker's Compensation Insurance in accordance with North Carolina General Statute Chapter 97 and with Employer Liability limits of no less than $1,000,000 each accident, each employee and policy limit. This policy must include a Waiver of Subrogation.

e. **Professional Liability** - Contractor agrees to maintain Professional Liability Insurance with limits no less than $1,000,000, covering claims arising out of professional architect, engineers and surveyors services performed in connection with this contract.

f. **Environmental/Pollution** - Contractor agrees to maintain Environmental/Pollution Liability Insurance with limits no less than $1,000,000 per occurrence and $2,000,000 aggregate, covering claims arising out of the use or application of chemicals/herbicides as well as the negligent release of hazardous materials. Coverage may also be satisfied by endorsement to the Commercial General Liability policy with minimum limits of $1,000,000/$2,000,000.

g. **Additional Insured** – Contractor agrees to endorse the City as an Additional Insured on the Commercial General Liability. The Additional Insured shall read 'City of Durham as its interest may appear'.

h. Certificate of Insurance – Contractor agrees to provide City of Durham a Certificate of Insurance evidencing that all coverage's, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available, by Contractor's insurer. If Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City within five (5) business days with a copy of the nonrenewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder address should read:

City of Durham
Attn: Transportation Department
101 City Hall Plaza
Durham, NC 27701

All insurance companies must be authorized to do business in North Carolina and be acceptable to the City of Durham's Risk Manager.

Please contact Risk Management with any questions at:
Risk@DurhamNC.gov

SECTION 9: EQUAL BUSINESS OPPORTUNITY PROGRAM

It is the policy of the City to provide equal opportunities for City contracting for underutilized firms owned by minorities and women doing business in the City's Contracting Marketplace. It is further the policy of the City to prohibit discrimination against any firm in pursuit of these opportunities, to conduct its contracting activities so as to prevent such discrimination, to correct present effects of past discrimination and to resolve complaints of discrimination. This policy applies to all City contracting, including procurement services.

In accordance with the Ordinance, all contractors are required to provide information   requested in the "Equal Business Opportunity Program Procurement Forms" package included with this Request for Proposals. Bids that do not contain the appropriate, completed forms will be deemed non-responsive and ineligible for consideration.

For procurement services that have no UBE goals, only the "Employee Breakdown" form is required. For procurement services with UBE goals, the "UBE Participation", "Employee Breakdown" and "Statement of Intent to Perform as Subcontractor are required of all bidders. "Request to Change UBE Participation After Bid Opening" and the "Questionnaire on Bidder's Good Faith Efforts" documents are not required at this time. In lieu of the "Employee Breakdown," bidders may submit a copy of the company's current EEO-1 form (corporate basis). **The MUBE goal is   0%   and the WUBE goal is   0%   for this RFP.**

The Department of Equal Opportunity/Equity Assurance is responsible for the Equal Business Opportunity Program. All questions about "Equal Business Opportunity Program Procurement Forms" should be referred to Deborah Giles or other department staff at (919) 560-4180.

SECTION 10: IRAN DIVESTMENT ACT CERTIFICATION

The Contractor certifies that, if it submitted a successful bid for this contract, then as of the date it submitted the bid, the Contractor was not identified on the Iran List. If it did not submit a bid for this contract, the Contractor certifies that as of the date that this contract is entered into, the Contractor is not identified on the Iran List. It is a material breach of contract for the Contractor to be identified on the Iran List during the term of this contract or to utilize on this contract any subcontractor that is identified on the Iran List. In this Iran Divestment Act Certification section --

"Contractor" means the person entering into this contract with the City of Durham; and "Iran List" means the Final Divestment List – Iran, the Parent and Subsidiary Guidance List – Iran, and all other lists issued from time to time by the N.C. State Treasurer to comply with G. S. 143C-6A-4 of the N.C. Iran Divestment Act.

APPENDIX A: SCOPE OF WORK REQUIREMENTS

General Performance Specifications:

The City of Durham is issuing this request for proposals for the procurement of an Integrated PARCS for all Off-Street parking garages owned and operated by the City. The City expects this complete parking conversion will increase overall parking efficiency, system productivity, and improve customer service.

The City may be interested in implementing the same system in the future for Off-Street surface lots. The new system will replace the existing Enterprise Facility Management System (EFMS) provided, installed, and maintained by 3M Company and its local distributor. The proposers will be required to integrate equipment communication systems and use one back-end management system, as defined in the following specifications. The Work of this Section shall include furnishing all material, equipment, labor, and supervision to install in place a fully operating Parking Access and Revenue Control System (PARCS) as specified herein. Included will be the supply, delivery, unloading, setting, anchoring, electrical and control wiring installation, electrical and control wiring termination, start up and testing the system, and all associated equipment. Also included shall be on-site training for City staff as described further in this RFP.

The PARCS shall have the following requirements and features.

1. The PARCS shall include all hardware, software, licenses, installation, training and support services shall be provided for the five parking garages and one surface parking lot previously discussed. The proposer shall be responsible for identifying existing and needed infrastructure, locating existing and future equipment, PARCS design, installation, power and communication cables, connection, termination, commissioning, training and all related elements to provide a fully operational PARCS system.

2. In the bid response, include a list of equipment and related hardware, software, licenses, infrastructure and all related items for each lane and in each garage. If Pay-On-Foot (POF) machines are proposed, provide a list with proposed locations and number of machines at each location.

3. The proposer shall host the system and provide all needed infrastructure, servers, equipment, communication network, and other elements, at proposer's site and at City's parking facilities and parking management office, to provide an operational parking system. The system will not reside on City's network.

4. The PARCS system shall be remotely managed using a fiber optics, Ethernet, or other communication systems that are acceptable to the City.

5. The PARCS shall offer a flexible cashiered and cashier-less fee collection system.

6. The PARCS shall be able to operate in the following modes (for all facilities):
   a. Pay at exit – Standard mode
   b. Pay on entry – Special event mode
   c. Pay on foot
   d. Other modes suggested by the PARCS proposer

7. The PARCS shall offer leading edge parking solutions for the following users and/or type of parking:

     a. Transient parkers - with and without validation
     b. Monthly parkers
     c. Resident parking
     d. Special lease holders parking
     e. Special event parking

8. The PARCS shall offer as many vehicular entry options as possible that are suitable and applicable to the parking users and type of parking. The vehicular entry should offer the following options but not limited to:

     a. Ticket-less options including:
          i. Using Automatic License plate Recognition (ALPR) only
          ii. Using LPR and phone number
          iii. Using LPR and driver's license number
          iv. Geofence
          v. Other ticket-less options
     b. Pulling a paper ticket
     c. Credit card-in
     d. Frequent parker program using Automatic Vehicle Identification (AVI)
     e. Frequent parker program using smart phone/cellular technology
     f. Frequent parker program using geo-fence

9. Other vehicular entry options offered by the proposers.

10. The system shall provide the City to sell weekly, monthly, seasonal, yearly, and special event passes using parkers' license plate numbers. These passes may be sold on a prepayment or post-payment basis.

11. The system shall track and identify vehicles (with or without license plate numbers) that remain in the parking garages or facilities after the garages or facilities are closed.

12. The system shall provide the City and parking management staff to remotely access (via internet) all functions and data. The City and parking management staff will use desktop computers, laptop computers, tablets, and smart phones to access the PARCS.

13. The system shall offer smart phone parking applications that may be used for parking reservations, prepayment, ingress/egress, and payment onsite.

14. The system shall eliminate or minimize open paper tickets. Therefore, the system shall track and generate electronic trails of each transaction and vehicular ingress and egress for management and audit purposes.

15. The proposer shall provide system security, upgrades, maintenance, and managing access controls. The City's parking division manager shall control and manage access control rights. Segregation of duties should be an integral internal control, so that a single individual cannot have access to divert resources.

16. The City prefers "open IT architecture" and equipment agnostic approach that allows future scalability and flexibility.

17. The preferred PARCS shall minimize the number of physical devices to reduce operations and maintenance costs and reliance on hardware.

18. The preferred PARCS shall have hardware modules that are easily replaceable and/or repaired. The proposer shall provide spare hardware modules to the City. In case of failure or maintenance, the City staff shall replace those modules and send them to the proposer for repair or replacement.

19. The PARCS shall use leading edge hardware including ruggedized tablets and smart phones.

20. The hardware shall be vandal resistant and shall be designed and protected to properly function in Durham's ambient environment. The hardware selection must consider the high number of tourists (or non-repeat customers) that will be using (and in some cases abusing) this system on a daily basis.

21. All field equipment and components shall be fully protected from the ambient environment. Operation of the equipment shall not be effected in any way by normal weather conditions experienced in Durham. At a minimum, operation of the equipment shall not be effected in any way by the conditions listed below:

    a. Ambient Temperatures: -10°F to 140°F (with addition of solar loading)
    b. Humidity: 0% to 98% (non-condensing)
    c. Rain: Blowing rain with 100 mph gusts

22. PARCS software shall be user-friendly and dashboard based. The system shall be designed to provide various standard and custom dashboards for appropriate uses and data manipulations.

23. The PARCS software shall provide City staff, at various levels of access rights, to generate and format custom reports. Below are the minimum revenue reports required for the new PARC system. The PARC system must be able to generate/query reports which can be set by the management users. Please include samples and/or screen shots of all reports in Proposals.
    a. Daily Revenue Report
    b. Transaction Report
    c. Revenue Alarm Report
    d. Outstanding Ticket Report
    e. Daily device revenue report
    f. Daily lane report
    g. Active access card holder report
    h. Card transaction report by date
    i. Credit card report
        i. By Credit Card type
        ii. By Facility
        iii. By Device
    j. Validation report
    k. Non resettable totals
        i. Cash report
        ii. Transaction report
        iii. Validation report

l. Count statistics report
m. Duration of stay report with ability to breakdown by 30-minute increments
n. Entry/exit report by facility and parker type
o. Parking Fee Report
p. General Totals Report
q. Detailed activity reports on sales inventory, and statistical data by parker type
r. Ticket tracking
s. Reconciliation
t. End of month closing
u. Accounts receivable
v. Revenue
w. Aging
x. Daily payments by device
    i. Number of transactions
    ii. Dollar amount, cash and credit
y. Entries (Ticket, card access, and total vends) by facility, by lane
z. Exits (Ticket, automated exits, card access and total vends) by facility, by lane
aa. Total Exits by facility, by lane
bb. Card Reader Vends by facility, by lane
cc. Total Gate Vends (entry and exit) by facility, by lane
dd. Differential Count by facility
ee. Hourly Peak Occupancy reports

24. The system shall offer ease of programming changes, now and in future, related to parking management, operations, and types of users. All programming shall be performed by the selected proposer.

25. The system shall offer dynamic pricing structure that can be changed on an as-needed basis.

26. The City and parking management staff shall remotely adjust parking pricing structures.

27. The system shall log and track rate changes and major activities so that audit reports can show when and by whom changes were made.

28. The system shall add future Off-Street parking facilities (structured parking or surface lots) and offer all PARCS features and services at the new facilities.

29. The payment system must be PCI-DSS, MasterCard, and Visa (EMV) compliant. The payment system shall also stay compliant with future PCI-DSS changes and the proposer shall provide this assurance in writing.

30. The City requires that credit card readers be capable of reading mag stripe products; and the City will require integration infrastructure for NFC cards and EMV smart card with chip and pin technology.

31. Under no circumstances, except acts of nature, the PARCS shall be down without the ability of allowing parkers to enter and exit the parking garages/facilities and collecting parking revenues. In the event of losing entry/exit and/or revenue collection capabilities, the proposer shall reimburse the City loss of revenue for the days and nights while the system was down. The amount of parking revenues lost will be determined by the City

based on the average collected revenue over the past three years for the same days and nights.

32. The system shall include a robust alarm management system. Alarms with visual graphics and appropriate messages shall be provided on computer screens, tablets, and smart phones about all system/equipment failures and customer related issues.

33. After issues are addressed or fixed, alarms should be remotely reset.

34. All equipment shall generate real-time alarms and status reports for maintenance needs, reporting by text messages, and/or e-mails to maintenance staff designated by the City.

35. The system shall provide remote management of entry/exit lane equipment including payment devices.

36. If ALPR is used, the system shall manage and recognize license plates on "white" and "black" lists. The system shall send an alarm when a license plate from "black" list is recognized.

37. The system shall track parking occupancy counts in the various parking areas and display vacancy counts in the back-office software platform.

38. The system shall issue, recognize, and track discount coupons that may be offered by the City to frequent parkers, at the parking web site or through smart applications.

39. The current On-Street parking citation management system will remain a separate system. At some point in the future, the City may choose to integrate the On-Street and Off-Street systems into one system. The Off-Street PARCS can integrate with the On-Street parking and citation management system as single system operating from the same PARCS.

40. Credit card types accepted by the PARCS shall include Visa, MasterCard, American Express, Discover, and preferably all major E-wallet systems including Apple-Pay, Samsung Pay and/or Google Wallet. During the implementation phase, the City will decide if one or both systems shall be installed.

41. All parking equipment shall be hardwired or wirelessly networked via cellular network and connected to the PARCS. Two-way communications shall be used to monitor equipment status, payments, and usage while also provide remote diagnostics and change settings remotely (e.g., pricing or out of service notifications). Alternative wireless communication solutions may be considered at the sole discretion of the City.

42. If a cellular network is used, the City requires a minimum of two (2) options for cellular communication providers.

43. Successful proposer shall have at least two (2) technicians on-site during installation of all PARCS and related equipment.

44. The proposer shall provide the complete installation of all hardware and software including site preparation, foundations, communication and power conduits and cables, and hard and soft connections.

45. The successful proposer shall test and initiate the system and other implementation measures before the City will start system acceptance tests.

46. The acceptance period will consist of a minimum of sixty (60) consecutive calendar days, twenty-four (24) hours per day, and will begin at 8:00 AM on the first workday following "go live" on the new System.

47. During the acceptance period, the System must remain fully operational, must operate without failure, must operate in conformance with the City's functional business requirements, and must operate with response times acceptable to the City.

48. If the System fails to meet any of the criteria above, the City shall notify the selected proposer of such failure and the acceptance period starts over at 8:00 AM on the first workday following the correction and completion of testing of the failure.

49. The City will notify the Contractor in writing of the acceptance of the System if:
    a. The performance standard is attained for the duration of the acceptance period
    b. All training has been completed
    c. All documentation and other deliverables have been received
    d. And other items which will be defined in detail during the contract negotiation phase

50. Unless approved in advance by the City, primary parking control and revenue control equipment including ticket issuing machines, barrier gates, payment terminals, card readers and lane controllers must be supplied by a single equipment manufacturer to assure quality control, reliability, uniform compatibility and one source service responsibility. Revenue control software may be provided by a secondary source so long as that software has been used, in its current configuration, with the parking control equipment for a minimum of five (5) years at similar parking facilities and under conditions acceptable to the Parking Consultant as proof of established and successful system interface.

51. Any fiber-optic data or fiber-optic voice communications installation shall be performed by technicians certified for fiber-optic installation.

52. All equipment shall be factory finished with proper priming and powder coat finish to suit the environment in which it is to be installed. Final color will be determined and selected by the City. All equipment enclosures shall be properly gasketed and sealed for weather tight integrity.

AUTOMATED PAY-ON-FOOT EQUIPMENT (POF)

Automated Payment Stations shall provide the following components and capabilities:

1. POF Stations will meet all ADA-AG Installation and operating requirements.

2. POF Stations will accept payment by cash (notes), coin, credit card, debit card, QR barcode device, integrated chip & pin reader, and the future planned City of Durham prepaid parking cards.

3. Front access door with appropriate 5 point tamper-resistant locking system (each Automated Payment Station to be keyed differently and unique to this installation) and provide alarm contacts upon entry.

4. POF Cabinet shall be weather resistant to all climates and designed for the specific weather associated with Durham, NC. It is the Contractor's responsibility to provide all climate and ambient control devices to maintain operating functionality during the worst of weather spectrums provided below:

    a. Ambient Temperatures: -10⁰F to 140⁰F
    b. Humidity: 0% to 98% (non-condensing)
    c. Rain: Blowing Rain & Snow with 100 mph Gusts
    d. Dust: Blowing dust and fine particles

5. POF Station will accept and recycle nickels, dimes, and quarters and dispense as required to the parker. All incoming coins will be first placed in the hoppers then to the coin vault within the station.

6. POF Station will accept notes and escrow One, Five, Ten and Twenty Dollar denominations in any sequence during the transaction. The note acceptor will reject from escrow all damaged notes and shall store all approved incoming notes into the vault.

7. POF Station shall dispense change in both coin and notes. An integral Note to Note dispenser will contain separate vaults for note storage and will dispense as change back when required. Each denomination will have separate vaults for reloading and real-time management.

8. POF Station shall accept validation coupons, chaser tickets, or other credential for partial or full payment of parking fee.

9. Exit Grace Period shall be programmable by parking facility. The Exit Grace Periods shall be programmable by entry ticket location, not by one general facility configuration.

10. Push-button VOIP intercom integrated into the face of the Pay Station.

11. Utilize visual instructions for parkers to understand the sequence of events to complete a payment transaction.

12. Issues audio voice annunciation instructions to compliment the visual instructions.

13. Intuitive parker interface monitor/screen with pictographs as necessary to assist the parker through the payment process.

14. Cancel button that allows a parker to cancel a transaction once a parking ticket has been inserted.

15. All static text shall be in English or other approved language with universal icons and graphics.

16. Parker interface capable of displaying two user-selective languages at a minimum, including English and Spanish.

17. Colors for the pay stations, all text, and graphics shall be configurable and approved by the City prior to manufacturing.

18. Integrated and on-line within the PARCS utilizing TCP/IP.

19. Utilizes single-slot technology for ticket and credit card insertion and reading.

20. Inserted credit cards shall be read in all four directions.

21. Illuminated ticket slot.

22. Capable of processing parking fee payments using multiple forms of payment, e.g., any combination of credit card payment, coupon, validation, and the future-planned City of Durham prepaid parking cards.

23. Barcode reader for reading coupons, tickets, and PDA electronic visual display integrated into the face of the Pay Station.

24. Capable of completing on-line, real-time credit card authorization as well as storing offline credit card transactions for uploaded upon re-establishment of communications.

25. Permit the City to change the grace time (the number of minutes between the time a ticket is paid and the time a driver exits with vehicle through exit lane).

26. Log when a cabinet has been opened or closed; password entry required to allow software access; date and time recorded in real-time on the Event Log.

27. Receipt generation - Upon successful payment, print a receipt that includes:
    a. City address
    b. City telephone number
    c. Receipt #/Transaction #
    d. Pay station identification number
    e. Time, date and lane in
    f. Time paid
    g. Length of stay
    h. Parking fee
    i. Total amount
    j. Validation Amount
    k. Method of payment
    l. Credit card type and last 4 digits of credit card #
    m. Amount paid
    n. Change Due
    o. The City shall have the option to change receipts for all transactions to be auto issue or by request. The configurable timeout function for receipt request shall be initially set for 20 seconds or until the next ticket is inserted.

    p. Receipt Stock Low alarm generated

28. As part of their Proposal Response, the Contractor shall submit shop drawings/cut sheets of proposed Automate Payment Stations.

EXIT STATION (CREDIT CARD STATION)

1. Automated Credit Card Exit Station (no cashier) shall be installed and will allow customers to pay by credit card or by the City's prepaid parking card (future-planned).

2. Exit Station Cabinet shall be weather resistant to all climates and designed for the specific weather associated with Durham, NC. It is the Contractor's responsibility to provide all climate and ambient control devices to maintain operating functionality during the worst of weather spectrums provided below:

   a. Ambient Temperatures: -10^0F to 140^0F
   b. Humidity: 0% to 98% (non-condensing)
   c. Rain: Blowing Rain & Snow with 100 mph Gusts
   d. Dust: Blowing dust and fine particles

3. The Exit Station shall be capable and programmed to perform automated processing of credit card exit transactions and pre-paid tickets. Both modes shall be active simultaneously.

4. The Exit Station shall include a two-line visual display capable of being programmed to automatically provide visual prompts at each step in the transaction process and for other likely events, such as insertion of the credit card before insertion of the ticket. Minimum character height for the display shall be 3/8 inch.

5. The Exit Station shall include a programmable/recordable voice annunciation capable of automatically delivering audible message prompts at each step in the transaction process or in response to likely deviations.

6. The Exit Station shall be equipped with a single slot for accepting credit cards.

7. The Exit Station shall be on-line with the central computer and/or credit card server.

BARRIER GATES

1. Barrier Gates shall be UL Approved and labeled on the exterior of the cabinet.

2. Barrier Gate Cabinet color shall be determined by the City.

3. Barrier Gate shall display on the exterior of the cabinet a Model Plate indicating the manufacturers name, address, model number, serial number, main power supply, secondary power supply ratings, and amperage ratings.

4. The Barrier gate shall provide an effective to one-way vehicles in the entrance and exit lanes. The barrier arm shall retract quickly in a vertical plane on a command signal from the Entry Station - ticket dispenser, Exit Station, LPR/RFID Permit reader, card reader, or detector loop depending on location, and return to the lower position upon a signal from a detector ("closing loop") located beyond the gate arm. Electronic sensor switches or variable motor measurement is preferred over mechanical limit switches to control the up and down stopping points of the barrier gate arm.

5. Barrier Gates may be on-line to the central computer and shall be capable of responding to remote "Raise", "Lower", "Open Lane" and "Close Lane" commands through a network device from the central computer. A real-time status condition is required for all barrier gates.

6. Barrier Gates shall transmit status messages to the central computer to indicate "UP" and "DOWN" status and gate malfunction or alarm condition.

7. The Barrier Gate shall be installed and shall incorporate in one housing all necessary components for the functioning of the unit. The assembly shall operate in the environmental conditions of the installed location.
    a. Ambient Temperatures: -10⁰F to 140⁰F
    b. Humidity: 0% to 98% (non-condensing)
    c. Rain: Blowing Rain & Snow with 100 mph Gusts
    d. Dust: Blowing dust and fine particles

8. The unit shall include a 10' (ft.) arm of reflective aluminum construction. The barrier arm shall be a breakaway design that can be easily be replaced when broken. The height of the gate arm shall be approximately 36 inches from drive level in the DOWN position. Provide and install articulating gate arms where required by low ceiling height.

9. Each Barrier Gate shall be installed with an audible alarm and a visual warning beacon to warn pedestrians of the moving gate arm.

10. The Barrier Gate shall remain in the up position so long as a presence is detected on the closing loop.

11. The Barrier Gate arm shall have a down strike safety feature. This feature provides that should any object be struck by the gate arm during its descent, the arm shall immediately reverse and return to the UP position without damage, and remain up from 2 to 60 seconds, until automatically reset by an internal variable control. The sensory function shall be initiated by sensing the internal mechanical action. The external mounting of tubes, wiring, and electrical devices on the gate arm shall not be acceptable.

12. The Barrier Gate arm shall return to the down position after a programmable period of time if vehicle passage through the gate is not completed and there is no vehicle presence on any detector loops in the lane.

13. If a Barrier Gate remains in the up position when there are no vehicles detected on the lane loops, the gate shall send an alarm signal to the central computer.

14. If an entry Barrier Gate remains in the up position for more than sixty (60) seconds without completing a vehicle entry sequence, the gate shall send an alarm signal to the central computer.

WIRELESS DATA AND MANAGEMENT SYSTEM CAPABILITIES

1. The system shall remotely communicate with all devices in real-time for a general broadcast of information or software update or communicate to a single device to upload information or software. Broadcasting information such as rate changes shall be in real-

time to all field devices. The system shall include the functionality to remotely shutdown a field device's operating system, upload updates, and remotely restart the field device.

2. System shall generate alarms for any user selectable event type. Alarm hierarchy shall be configurable so that the City can adjust priority of alarms, audible tones, where the alarms are sent, etc. Initial alarm hierarchy shall be coordinated with the City during implementation.

3. Management system shall be a web-based system accessible via desktop computer, laptop computer, or handheld wireless devices to authorized personnel. No additional software other than an internet browser shall be required for management to access and fully use the PARCS and its components. The proposer shall provide access to the hardware and software management system by authorized users 24/7 over the web. Proposers shall list and provide all equipment and software necessary for the City to operate software systems including desktops, laptops, handheld devices, and servers which the City would need at the time of installation. Access rights to the system for City staff and others shall be defined during implementation. Proposer shall identify the ongoing and annual costs associated with the PARCS in their proposal.

4. The server mentioned above in item 3 shall be maintained by the proposer. All needed software, malware, adware, system updates, and patches shall be provided installed, and City staff be trained by the proposer. This server shall not be connected with City's computer network.

5. All parking facilities, field equipment, office equipment, and access from tablets and smart phones shall operate from the same PARCS management software.

6. PARCS shall provide role-based access control using the principle of least privilege for all system functions including system administration and security administration.

7. PARCS shall provide a variety of reports to include financial, technical, and administrative functions via a single web-portal.

8. PARCS shall export all query results to multiple formats including comma-separated value, Microsoft Excel©, Microsoft Access©, Adobe Acrobat (.PDF), etc.

9. The proposer shall install, configure, and maintain all application software and firmware required by the PARCS. All software licenses shall be registered to the proposer and the City will not accept any software license terms and conditions.

10. The PARCS shall automatically detect and report fault conditions through the management system. The system shall perform a self-check on a routine basis and provide notification for fault conditions and equipment failure and maintenance.

11. The system shall monitor and report status of all hardware, software, and communications links.

12. Industry standard software shall be utilized. Each such software shall be identified in the proposer's proposal. The proposer's proposal shall state the purpose of each software, where it will be used, and how it will be used. If one software application is required to interface with another software platform, the interface shall be documented and

supported by flowcharts or block diagrams as appropriate. The proposer shall advise the City if the software used in the system will be customized or "off the shelf" software, and shall describe the method of obtaining further software updates/upgrades or modifications.

13. Application software shall be written in a standard, industry-accepted computer language such as Java, C++, Visual Basic, etc. The proposer shall identify the version of software that will be used in their proposed system.

VEHICLE DETECTION LOOPS AND VEHICLE DETECTORS

1. The City currently has vehicle detection loops in all of its parking garages.

2. The Proposer should ensure that detectors shall be installed for barrier gates, ticket dispensers, exit stations, LPR Camera Readers, LPR/RFID Antenna/Reader, PROX/Bar Code readers, count system and any other device that requires loop detection input to function as a complete system. Regardless of quantities detailed in this RFP, a sufficient number of detectors shall be installed to provide the directional logic necessary to the equipment functions described in this RFP.

3. The parking equipment detector loops installed by Contractor shall be complete and terminated at the vehicle detectors without breaks or splices.

4. Contractor shall be responsible for complete installation of the embedded loops, including required saw-cuts.

5. Approved loop sealant must be used in order to provide weather and moisture protection for the loops.

6. Contractor shall use care and diligence in making saw-cuts to avoid contact with, or exposure of, embedded concrete reinforcement or cabling.

7. Contractor shall use care and diligence in locating embedded loops so as to avoid interference from other metal objects. Contractor shall repair any damage to concrete curbs or islands resulting from the installation.

INTERCOM SYSTEM

1. The Contractor shall provide a turn-key IP intercom system that consists of two host intercom stations and an integrated microphone and speaker in each Entry Station, Express Exit Station, Automated Pay-on-Foot Stations, Permit lanes, etc.

2. The intercom shall be a push-button intercom such that in the event a parker needs assistance while stopped in a lane, the button can be pushed and a connection established between the field location and any host intercom station.

3. The intercom system shall utilize VOIP.

4. The intercom communications shall be directed to a command desk console located in the Parking Office with roll over capabilities to a second call center station as designated

by the City. The Parking Office shall be equipped with an intercom base station that displays the physical location of the incoming intercom call.

5. Once activated, two-way communication shall be possible and the intercom line remains open until the parking staff member terminates the call.

6. It shall be possible that if one intercom is open, and a second call comes in, the Parking Manager shall be able to place the first call on hold and answer the second call.

7. As part of their Proposal, the Contractor shall submit shop drawings of the intercom base station and push button intercom terminals.

EMV AND NFS CREDIT CARD READER CONVERSIONS

1. The reference to credit card readers for use within the PARCS RFP refers to traditional mag stripe credit card acceptance in use today and EMV readers.

2. It is well documented that a conversion to a secure credit card technology to protect the consumer's data was required to be implemented in August 2015 and eventually by September 2017 for the Petroleum Industry. Any extensions of these dates within the PARCS application must be approved in writing by the City.

3. It is paramount to the City that the Contractor provides the replacement hardware, software and all technology requirements, including maintaining PCI-DSS Compliance, for all future use, implementation, installation, and PARCS interface of EMV (Chip & Pin) and NFC Payment acceptance devices.

4. The Contractor must also recertify pursuant to PCI Compliance for all payments and all parking applications at the Entry Station, Automated Payment Stations, and Exit Stations for all methods of credit card payments.

CREDIT CARD PAYMENTS AND COMPLIANCE QUESTIONS

1. Describe in detail and provide a flowchart of the entire credit card process including all third party appliances and software.

2. Is the process for credit card processing PCI DSS and/or PA-DSS compliant? Describe your cardholder processing systems' Payment Card Industry (PCI) Payment Application.

3. Does the implementation, including any required auxiliary servers, store the card holder PAN on hosted servers for any length of time at any time during the credit card payment process?

4. Please provide information on where the City can verify your application and/or payment gateway compliance - on the PCI Standards validated payment applications list or on the Visa's Global Registry of Service Providers – PCI DSS Validated Entities compliance list?

5. For parking lots/decks requiring a payment to park, the mobile web application or native application will provide user the ability to pay via their mobile device. Respondents must specify how the application will meet PCI compliance for payments.

6. Describe in detail and provide a flowchart on how the credit card payment is relayed in the system that you are proposing from the handheld devices in remote locations to the PARC system.

UNINTERRUPTABLE POWER SUPPLY (UPS)

1. A single UPS unit, appropriately sized, shall support all devices at an individual entry lane or exit lane with the exception of cashier booth HVAC units. UPS units that supply conditioned and back-up power to multiple components are required to minimize maintenance.

2. Conditioned/emergency power through the TCP/IP-enabled UPS units shall be provided for the following components and facilities to protect components from loss of power, power spikes, and power sags:
   a. All Entry Lanes
   b. All Automated Payment Stations
   c. All Cashiered Exit Lanes
   d. All Exit Lanes

3. UPS battery back-up for all lanes shall be sized to last sixty (60) minutes.

4. An on-line, solid state UPS shall provide both backup power and transient surge protection. The Contractor is alerted to the fact that there are a number of power distribution panels providing electrical service Campus wide. The Contractor shall be responsible for providing the UPS backup requirements for each of the locations where UPS backup is required, based upon the equipment that is actually being supplied by the Contractor. The City shall review and approve the UPS units to be provided by the Contractor. The Contractor shall test all UPS system components during the Site Acceptance Tests for each parking lane/facility. The UPS shall be sized with a 20% spare capacity minimum.

5. The UPS shall consist of a power module, storage battery and a battery disconnect switch.

6. The UPS shall have a lockable weather resistant UL designation suitable for outdoor mounting.
   a. Ambient Temperatures: -10ºF to 140º
   b. Humidity: 0% to 98% (non-condensing)
   c. Rain: Blowing Rain & Snow with 100 mph Gusts
   d. Dust: Blowing dust and fine particles

7. All UPS units shall be SNMP compatible to allow automated notification when battery power is activated or the battery levels become critically low. On-line communication using an appropriate UPS monitoring software application shall be provided on one or more workstations with user selectable options to view the status of each individual installed UPS unit. At a minimum, the monitoring software shall display the operational status of each UPS unit (line/battery, online/offline) and generate alarms in the event the UPS unit's battery power is activated, becomes low or is completely exhausted.

8. As part of their Proposal, the Contractor shall submit shop drawings of all proposed UPS devices and UPS monitoring software. Included in the UPS shop drawings shall be the manufacturer's recommended battery refresh cycle.

PARCS DATA MIGRATION

1. Contractor shall convert all data in the City's Division of Parking Management's existing Monthly Parking Permit system.

2. Contractor shall be responsible for the importing of existing data on the current system to the new PARC system.

3. Contractor shall provide a reliable check method to ensure that all required data from the current system export files are passed to the new system.

4. A reference file of the old system account numbers with a link to the new account numbers shall be available in the new system.

TRAINING

1. Provide eighty (80) hours of on-site instructions to City staff. Specific allocation of training time to be determined by the City.

2. The proposer shall train and certify up to twelve (12) City and/or parking operator staff on back-office software and operational system. The training and certification shall include identifying and fixing minor hardware maintenance and operational issues. The appropriate duration of training shall be determined by the proposer. All software modifications and maintenance shall be performed by the proposer.

3. The successful proposer shall provide robust training and certification programs for the City and parking management staff to operate their PARCS (software and hardware). The initial system and operational training shall be offered on site at the City's facilities before the system acceptance tests are initiated. Additional training may be offered at proposer's headquarters, at City's facilities, via webinar, videos, and/or on-line training. The type and locations of training may vary based on training level and personnel being trained. The proposers shall identify in their proposals various training programs, types, and locations for various staffing levels.

4. Provide an additional sixteen (16) hours of on-site training, in any area, at the City's request, during the first twelve (12) months after system start-up.

5. Provide an additional eight (8) hours of on-site training, in any area, at the City's request, within twelve (12) months after system acceptance.

6. Refresher courses shall be offered on predefined schedules and/or at City's requests. The refresher courses shall be offered in the City of Durham. The proposers shall identify the frequency and duration of each refresher course.

7. The proposer shall provide training on an individual basis or in a group setting as approved by City for the operation and maintenance of the PARCS (hardware and

software). The proposer shall provide a training program for technicians and staff responsible for:

a. Installation, start up, and maintenance/repair of each equipment.
b. Programming rates, access controls, etc.; through the PARCS software.
c. Monitoring the system and equipment, generating reports and internal auditing.
d. Other related elements.

8. The proposer shall provide draft training manuals for review by the City for each type of personnel to be trained (auditor, supervisor, administrative service, etc.) of the training content and provide training schedule for both software and hardware within forty-five (45) days prior to the scheduled training. The schedule shall include periodic refresher training (continual education), included but not limited to, emphasis on particular areas of City's choice and upgrades of software and/or hardware.

9. The proposer shall provide five (5) hard and one electronic copies of the systems' operating manual in English with detail, step-by-step instructions on how to use the system. The manual shall also provide instructions for system installation and maintenance (complete with wiring diagrams and specifications). These manuals shall be provided at the time the system and components are delivered.

IMPLEMENTATION SPECIFICATIONS

1. The successful proposer shall provide a detailed transition and implementation plan in Gantt chart (PDF format). This plan shall be developed in an industry standard project management software and should include but not be limited to system development time, meeting and review timeline for the City, project milestones, system installation, testing, training, and system startup.

2. The proposer shall submit details of at least five facilities where similar systems are installed and operational. The City's staff and its representatives may visit these sites to learn and evaluate the capabilities of those systems. These site visits will be organized by the City.

3. The implementation plan shall also include software and hardware testing phase. The schedule shall include fixing any issues or "bugs" that may be identified and retesting the system after the issues are fixed.

4. Provide qualified staff that shall assist, consult, install, train and oversee the system implementation.

5. Upon award of the RFP, signing of the contract and within ten (10) days of receipt of the executed contract, the successful Contractor shall provide a complete project timeline to the City's Division of Parking Management.

6. Provide integrated implementation process that incorporates on-line tools, on-site and web based technical services and on-site consultation.

7. Assist in the development of reports prior to implementation.

8. Provide an on-site support member during the launch of the new software to help and monitor any issues that may come up.

ONGOING TECHNICAL SUPPORT

1. The proposer shall provide ongoing management service contract for maintenance of all hardware, software, equipment, servers, hard and soft connections, communication network, and other elements. The proposers shall identify the costs of management service contract on a yearly basis.

2. The proposers shall identify life expectancy of each piece of equipment, hardware, software and other elements and when would they be replacing each item/element under normal usage. The items that are not repairable or failing repeatedly shall be replaced after three repairs.

3. The proposer shall provide a point of contact that is able to be reached Monday through Friday during normal operating hours (8 am to 7 pm), Eastern Time.

4. The proposer shall also provide a point of contact for after hour requests (6PM-8AM), weekends, and holidays.

5. The proposer shall return phone calls within two-hours should the City need assistance. After two calls from the City to the proposer, the City may assess $500 for every hour until the proposer calls back to the City.

6. Within four hours, the proposer shall address issues that can be fixed through remote internet access.

7. The proposer shall send a technician within 12 hours if a technician needs to be onsite to address the issue, including weekends and holidays. Addressing or fixing issues via internet will be acceptable.

8. Under no circumstances, except acts of nature, the PARCS shall be down without the ability of allowing parkers to enter and exit the parking garages/facilities and collecting parking revenues. In the event of losing entry/exit and/or revenue collection capabilities, the proposer shall reimburse the City loss of revenue for the days and nights while the system was down. The amount of parking revenues loss will be determined by the City based on the average collected revenue over the past three years for the same days and nights.

9. The proposer shall provide to the City, 30 days before system start up, regular and preventive maintenance schedule to ensure optimal system performance.

DISASTER RECOVERY PLAN

1. The final documentation shall include a disaster recovery plan. The plan shall provide the step-by-step procedures for disaster recovery for each point of failure. These procedures shall be comprehensive.

2. The first steps shall be in diagnostics. The remaining steps shall provide procedure for resolution in order to bring the system back to full operational status.

3. Should disaster occur immediately following, or as a result of, a patch or software update the disaster recovery plan shall return the system to the software version in effect prior to the patch or update being applied.

4. Points of failure shall include each component and sub-components in complex units, such as servers.

5. The disaster recovery plan shall include requirements for and location of spares.

LICENSE PLATE RECOGNITION SPECIFICATIONS

1. System will have License Plate Recognition (LPR) integrated at all garages. The intent of this system is to:

    a. Capture a vehicle's license plate/image on the front and/or back of the vehicle as it enters;
    b. Connect the license plate number to a transient ticket (if taken) or verified against the pre-paid credential that is presented;
    c. Store the plate/image and transient ticket number (if taken) in a database;
    d. Have the ability to view the plate/image when exiting;
    e. Verify the plate matches the image so:
        i. The transient ticket number is verified and the proper fee is assessed or;
        ii. The PARC system is notified if the ticket was paid previously at a Pay on Foot machine or a pre-paid credential was used to enter the facility.
    f. Besides having the ability to view an image/plate, all images/plates shall be time stamped on entry and exit.

2. The entry cameras shall become active when the vehicle is present on the arming loop. At this time, a time stamped image will be taken of the plate and stored in the database and the license plate number will be connected to a transient ticket (if taken) or verified against the pre-paid credential that is presented. (Note: The Proposer must describe how the LPR will capture front license plates on vehicles.)

3. The exit cameras shall become active when the vehicle is present on the arming loop. At this time, the image will be time stamped, queried, matched in the database and displayed on the monitor in the Parking Office. The system will then verify the plate matches the image so:

    a. The transient ticket number is verified and the proper fee is assessed at the exit lane or;
    b. The PARC system is notified to vend the gate if the ticket was paid previously at a Pay on Foot machine or a pre-paid credential was used to enter the facility.

4. Before a transient transaction is started, the system will verify the license plate images stored in the database and the ticket match. In the case of a pre-paid credential, the system will verify the license plate images match the record stored in the database.

5. All lanes will be outfitted with cameras (color preferred) and any necessary illumination lights or devices.

6. The database shall have the ability to query license plates, calculate a rate based on the duration of stay, and allow for supervisor interaction/override and verification of matching image/plate if needed.

7. The system will be able to display the entry/exit plate image(s), duration of stay, a calculated fee based on the entry/exit time stamps and allow staff to verify the match.

8. The system shall be able to sort plates alphabetically or numerically.

9. The system shall be able to sort plates by lane.

10. The system shall be able to sort plates by garage.

11. The system shall have the ability to report exception transactions.

12. The system shall have an override feature which will allow interaction from a manager or supervisor.

13. Vendor will describe how the customer will be released in an unattended setting if the LPR system misreads a plate.

14. Entry equipment should be able to use the LPR system to connect a vehicle's license plate to an incoming ticket taken by a transient parker or to an event parking credential so the ticket/credential is only needed at exit if the LPR system does not properly recognize the vehicle's license plate or if the system is requested to collect the ticket by the centralized management computer. Otherwise, the system should vend the gate immediately upon LPR recognizing the license plate if the parking charges have been previously paid or fully validated.

15. Proposal should provide data on capture and accuracy rate for Vendor's fixed LPR installations (from the total number of license plates, how many plates read and how many of those plates read were read correctly).

16. How many megapixels are the cameras?

17. Do they require illumination? If so, are these separate items or built into the cameras?

18. Do the cameras support Internet Protocol version 6 (IPv6)?

PARCS MAINTENANCE CONSIDERATIONS
Proposers shall provide the City with complete PARCS support for the new PARCS systems to comply with the system availability and reliability requirements defined herein. The service coverage for hardware covered by the maintenance contract is twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year. Contractor-certified technicians shall provide total system support. Access to a Contractor-certified technician includes contact by telephone, e-mail, and online problem reporting tools and on-site as needed to provide the levels of support defined within the Contract. The Contractor shall furnish all labor, materials, equipment, travel, supplies, parts, supervision, warning signs, other safety devices, and all other things necessary or proper for, or incidental to, such maintenance required to maintain and repair all PARCS hardware installed as part of this project, as well as all PARCS hardware, for the new systems during the term of the maintenance portion of this

Contract. The scope of the maintenance work includes Preventive Maintenance and Remedial Services Maintenance.

The maintenance program shall be performed to keep the Parking Access and Revenue Control System (PARCS) operating in a proper, safe, and efficient operating condition. Repairs and/or replacements shall be performed in accordance with the manufacturers written instructions.

The program shall consist of three parts:

  a. Preventative Maintenance of the PARCS, as described below
  b. Remedial Maintenance of the PARCS, which consists of service calls from operations personnel and/or City personnel regarding components of the system not working as in accordance with the Contract regardless of the cause.
  c. Software Maintenance of the PARCS, which consists of maintaining all software furnished, installed and used by the Contractor as described below:

The City reserves the right to require the Contractor to utilize specific third party subcontractors where the City believes that the successful completion of work is dependent on the skills provided by such resources.

Preventative Maintenance
  1. The maintenance services to be provided by the Contractor include maintenance for the PARCS hardware and software components used for the City's parking operations, and the subsystems. The services proposed by the Contractor shall also cover any additional subsystems that are installed by the Contractor as part of this project.

  2. The Contractor shall be required to provide resident technicians at the City parking facilities during the preventative maintenance periods to maintain the PARCS after the first lane has been accepted and is in revenue use.

  3. As part of the response to this RFP, the Contractor will propose a preventative maintenance schedule for the City that does not require resident technicians to report daily to City facilities.

  4. As part of the response to this RFP, the Contractor will submit the details of the necessary Preventive Maintenance Tasks for the PARCS. Scheduled preventive maintenance shall include, but not be limited to, inspection, testing, cleaning, lubricating, painting, adjustment, repairs, the replacement of field installable parts, including external cabinets, that are approaching unserviceable status, and all actions necessary to prevent system failures and extend the PARCS useful life. Contractor shall conduct Preventative Maintenance as accepted by the City in this Contract.

  5. The Contractor will be required to conform to the City's on-site reporting procedures at each parking facility regarding technician arrival and departure for normal and off hours work.

Remedial Maintenance
Remedial Maintenance of the PARCS at the City's parking facilities shall consist of service calls from operations personnel and/or City personnel regarding components of the system not working as designed, regardless of the cause.

1. Upon request, the Contractor will be required to perform analysis and diagnosis of problems and other issues with all PARCS software. In the course of discharging this responsibility, the Contractor shall engage the assistance of the manufacturer to resolve issues related to software problems when necessary and where appropriate. On an "as needed" basis, the Contractor will be required to provide the City with technical support and respond to questions with respect to any equipment and software system. Such support will be provided during PPM at no additional charge to the City.

System Updates

1. System updates shall consist of all actions necessary to incorporate hardware and software updates in the Parking Access and Revenue Control System (PARCS) to ensure performance to original Specifications. Maintaining the System to keep it up to update shall be included in software license costs. Contractor shall provide error correction, updates and third party software only after obtaining the written approval of the City. Vendor supplied documentation of updates to reflect these software changes shall be submitted within fourteen (14) days of completion of said software updates. Contractor shall also make new releases of third party software available to the City at the City's option and expense.

2. The Contractor shall provide System Updates services on a basis that ensures that the system software, including all third party software, shall be the manufacturer's "current" version. The Contractor shall have fourteen (14) calendar days from the time an update or patch is released by the software manufacturer to process updates and patches in accordance with the requirements stated in the Software Maintenance section herein, except security vulnerability patches, which must be processes as soon as possible.

3. Contractor shall test all software upgrades, modifications, and changes in the Contractor provided test system prior to implementation in the production system. The City shall provide approval to migrate to a production environment prior to implementation. Depending on the severity of the upgrade, modification or change, the City may choose to witness testing before approving implementation in the production environment.

4. Contractor shall provide a change control methodology to document system changes and approvals prior to implementation.

5. The Contractor shall support upgrades to its application based on operating system patch and upgrade requirements (For example, if the PARCS runs on a Microsoft operating system, the software shall be patched according to the Microsoft patch and upgrade schedule without breaking any application. If Microsoft decommissions a specific version of an operating system, the Contractor shall release code compatible with next operating system upgrade prior to Microsoft ending support for current operating system, at no cost to the City.)

6. The Contractor shall commit to provide corrective patches and upgrades in the event security vulnerability or system availability issues are found within fifteen (15) business days of said discovery or sooner if approved by the City.

7. Copies of all software (and software updates/upgrades made during and after the warranty period) must be provided to the City at the conclusion of the warranty period.)

Software Maintenance

For all Systems (including their component equipment) covered under this Contract, the Contractor shall provide software maintenance for the operating system, applications software, third party software and third party tools, and database that was furnished and installed by the Contractor. Software maintenance shall include but not be limited to the following:

1. Error Correction
   In the event that the System does not meet the operational availability or function in accordance with the manufacturer's stated functionality and performance due to errors in software or any modifications thereto, the Contractor shall correct any such error in the System as identified by the City. Errors shall include, but not be limited to, flaws in operations and errors due to flaws in the design and coding of the System.

   Upon notification of the error by the City or discovery of the error by the Contractor, the Contractor shall dispatch trained Personnel to repair, replace and correct all malfunctions required for the System to perform in accordance with the manufacturer's stated functionality and meet the operational availability within one (1) business day from the date of notification. The Contractor shall provide documentation in machine-readable format, if any, relating to the error correction. The corrected software shall be tested by the Contractor in an off-line test environment. The Contractor shall then prepare a test and demonstrate to the City's satisfaction that the error has been corrected and submit it to the City for review and approval before the corrected software is installed into the production System. Such corrections to the software shall be provided at no additional cost to the City. The Contractor's obligations for the performance and completion of such error correction in order to ensure that the equipment meets the operational availability and functions in accordance with the manufacturer's stated functionality and performance within the time provided for in the above are of the essence of this Contract. The Contractor guarantees that it will use best efforts to complete the performance of such error correction within the time set forth.

Software Updates

The Contractor shall notify the City whenever Contractor furnished upgrades and/or enhancements to operating system, the application software, third party software or third party software tools used by the System when they become available. The Contractor shall also provide the City with an analysis of the potential effects of such upgrades/enhancements on the System. This analysis shall include, at a minimum, the following:

1. Compatibility of the application software with the new operating system or third-party software;
2. Compatibility of the upgrade with the system architecture, server and communications infrastructure ;
3. Infrastructure improvements required to support the upgrade;
4. Potential increases or decreases in equipment performance;
5. The availability of product support for the current (older) version of the operating system or third party software;
6. The cost of the software upgrade, including testing and any other tasks which may be associated with the upgrade.

The City will then determine whether or not to order the upgrade. If the City selects the upgrade, the Contractor shall perform the upgrade on the System, test the system, and update the documentation, all in accordance with the contract terms.

Adaptive Changes

In the event changes to the computing or network environment are disruptive to the System or prevent the System from meeting the operational availability or function in accordance with the manufacturer's stated functionality and performance, the Contractor shall implement corrections to the software or System configuration to mitigate those changes to the computing environment. Upon notification of the disruption by the City or discovery by the Contractor that the System is not operating in accordance with the manufacturer's stated functionality and performance, the Contractor shall dispatch trained personnel to correct the disruption and restore System operation. The Contractor guarantees that it will use its best efforts to implement required corrections as soon as practical based on the nature of the disruption and criticality of the lost services. The Contractor shall implement all changes, test the System, and update the documentation.

Monitoring Application to Maintain System Performance

The Contractor shall be responsible for routine operation of all software and data used by the application, application files, diagnosing and effecting correction of all problems that impact operation of the applications software and its data, including, but not limited to, the tasks listed herein.

The Contractor shall employ system monitoring devices and programs, and diagnostic tools to ensure that all aspects of the application software are operating properly and the System is meeting all specified performance criteria. This work shall include, but not be limited to the following:

1. Monitor disk usage to verify adequate empty disk space available for program usage and data files (i.e., temporary files, logs, etc.,)
2. Monitor logs to verify log files are saved to removable media and log files are purged on a regular basis and purge log files that exceed the data retention period
3. Monitor the database to verify database operation and ensure its performance is within acceptable tolerances and implement corrections to maintain acceptable performance,
4. Monitor the application software, to ensure its performance is within acceptable tolerances and meets the operational availability requirements.

Manage Cyber Security Vulnerabilities

The Contractor shall monitor, evaluate, track, log, and immediately report on all cyber-security vulnerabilities or other vulnerabilities related to the software used in the equipment. The Contractor shall work with the City to address any identified vulnerabilities and mitigate all security/malware/virus alerts.

Testing

Prior to implementing any changes on the production system, the Contractor shall test the System in a separate development/test system environment to ensure that the changes are compatible with the application and other installed components.

Testing shall follow the prescribed order of events listed below and include, but not be limited to, the following Contractor activities:

1. Provide an acceptance test plan and procedures for City approval,
2. Install all changes on a separate stand-alone off-line test environment,

3. Conduct Contractor pretests, and once testing confirms that the changes are compatible with the application and environment, then conduct City-witnessed testing and submit a test report. Once the test report is approved by the City, the Contractor shall make arrangements with the Manager to schedule the changes to the production environment.

4. Complete a change management request form and obtain approval from the Manager before implementing the changes in the production environment.

5. Install the changes to the production environment and confirm with the City that the System operation is restored.

Electronic System Maintenance Tracking System
1. The Contractor shall utilize a Maintenance Tracking System, provided by the Contractor, to monitor and record all scheduled, requested, and performed maintenance services. Contractor shall propose the Maintenance Tracking System to the City for review and approval prior to the implementation of such system.

2. The Contractor shall fill in all required fields, completely, for all Preventive Maintenance and Remedial Maintenance Services scheduled and performed at City parking facilities.

3. The Contractor shall submit Monthly Maintenance Reports in a City-approved format to designated personnel during the Contract period. All reporting requirements shall be determined at the time of Contract start.

OTHER CONSIDERATIONS
Proposers should explain or identify how the following items will be addressed by the new system:

1. How are secured access levels set in the system?

2. Ability of office staff to set up parking rates at various garages:
   a. Creation of regular parking rates
   b. Creation of special parking rates
   c. Tracking of space sales against total space count for each facility

3. Ability of system to notify staff of equipment issues:
   a. How is staff notified of an issue?
   b. How is issue logged in system?
   c. How is issue resolution tracked in system?
   d. How are repairs and repair costs tracked in system?

4. Ability of office staff to access the system to address questions from customers:
   a. Can customer inquiries be logged into the system?
   b. Are customer issues (e.g. access denied due to nonpayment, plate/record mismatch, etc.) logged into the system where office staff can review them?

5. How can customer account information (address, contact information, new registrations, new/updated credit card information) be entered and/or updated?
   a. By office staff?
   b. By the customer?

    c. Can this be linked through the ParkDurham website or is it handled by the Vendor?

    d. Is a historical record of the previous customer account data saved by the system?

6. How are customers billed?
   a. What is the invoicing process?
   b. Can invoices be sent electronically? Can bulk electronic invoices be scheduled for particular dates?
   c. Can read receipts be requested and logged into the system for later review?
   d. How does the system handle a recurring monthly payment by credit card or bank account?
   e. How does the system handle a recurring monthly payment when the credit card is declined or the bank account has insufficient funds?
   f. How does the system handle a one-time monthly payment by credit card or bank account?
   g. How does the system handle a one-time monthly payment when the credit card is declined or the bank account has insufficient funds?
   h. If the customer is delinquent and the credential is locked out, how does the system restore the credential after payment?
   i. Does the system store authorization numbers for credit transactions?
   j. Can customer accounts be put on "hold" (for leave of absence, etc.) and billing suspended?
   k. How does the system handle partial payments?
   l. How does the system handle payment data entry errors from the public or office staff? How are the errors rectified? Can a report of these errors be produced if needed?
   m. How are manual entries to the system tracked? What information is saved regarding manual entries to any part of the system?

7. How is customer billing looked up?
   a. By office staff? Can a single customer bill be printed on-site?
   b. By the customer? Can a single customer bill be paid online or printed by the customer for mail remittance?
   c. Can this be linked through the ParkDurham website for customer access?
   d. Can billing be adjusted? By whom and what is the process?

8. How is customer access activated or deactivated?
   a. How are customer-access credentials set up for permissions to specific garages?
   b. How are credentials turned off by date and/or time?
   c. How are credentials set up for two or more vehicles?
      i. If two or more vehicles are attached to one credential, how does the system perform when a second car tries to enter the facility when the first car is already present?

9. How are credentials set up for groups?

10. How are delinquent credentials locked out of the system?

11. Can delinquent credentials be informed at the entry device to contact the office?

12. Are delinquent credentials blocked at both entry and exit?

13. Can delinquent credentials be locked out automatically if defined as a business rule?

14. How are electronic transactions confirmed?

15. How can the system document customer and vehicle information, along with ticket and charge information, if the customer is unable to pay on exit?

16. How does the system address a customer presenting a ticket associated with a different plate than the one attached to the vehicle at the gate?

APPENDIX B: PARKING GARAGES ENTRANCES AND EXIT LANES

CHAPEL HILL STREET PARKING GARAGE – 326 E. Chapel Hill Street

Monthly Parkers	Hourly/Transient Parkers	Downtown Resident Parking	Hotel Valet Parking	Special Event Parking
Yes	Yes	Yes	Yes	Yes

CHURCH STREET PARKING GARAGE – Intersection of Mangum and Ramseur Streets

Monthly Parkers	Hourly/Transient Parkers	Downtown Resident Parking	Hotel Valet Parking	Special Event Parking
Yes	Yes	Yes	No	Yes

CORCORAN STREET PARKING GARAGE
(Located at the intersection of Corcoran and Ramseur Streets

Monthly Parkers	Hourly/Transient Parkers	Downtown Resident Parking	Hotel Valet Parking	Special Event Parking
Yes	Yes	Yes	Yes	Yes

DURHAM CENTRE PARKING GARAGE – 300 W. Morgan Street

Monthly Parkers	Hourly/Transient Parkers	Downtown Resident Parking	Hotel Valet Parking	Special Event Parking
Yes	Yes	No	No	Yes
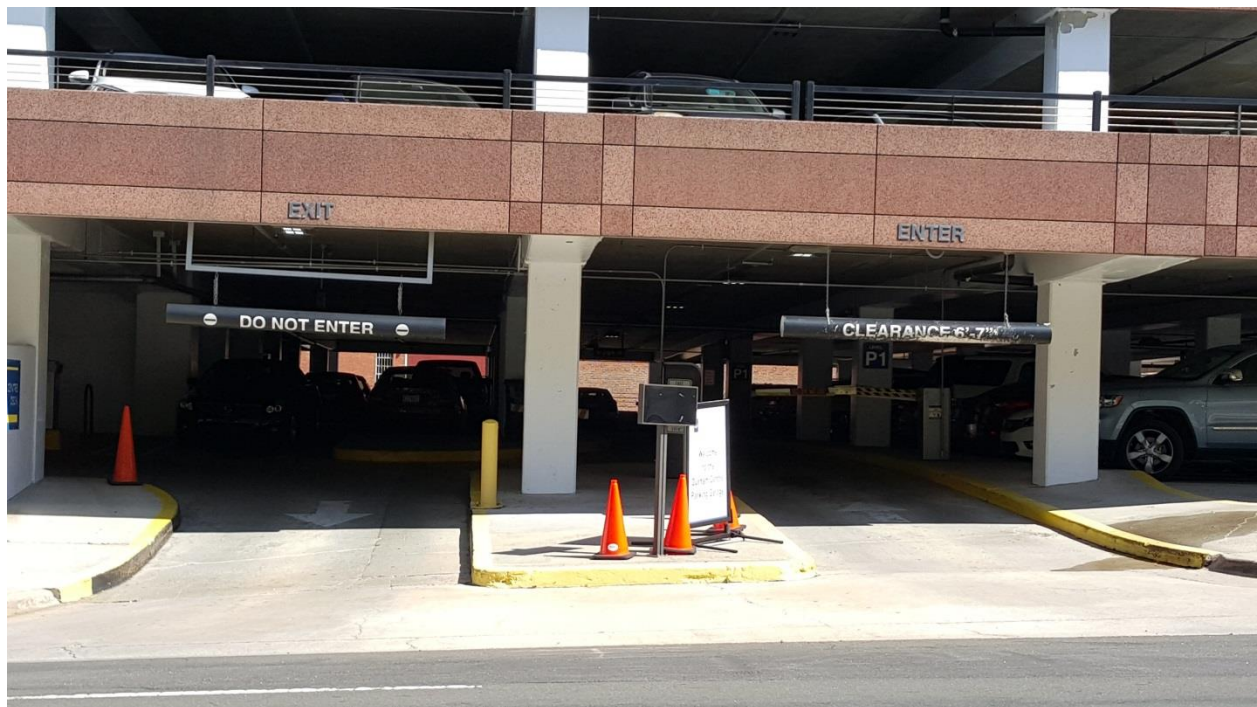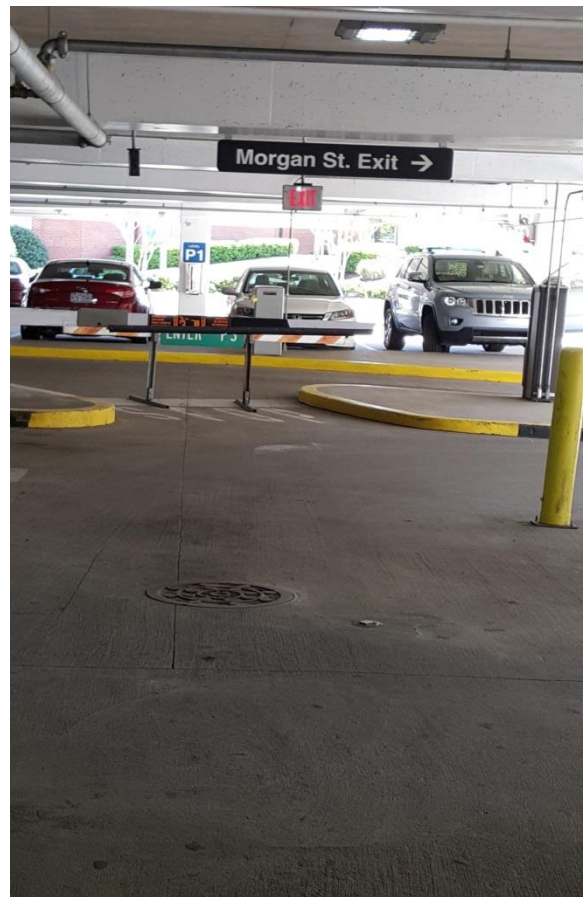
CITY HALL ANNEX PARKING GARAGE
Located at 101 City Hall Plaza

Monthly Parkers	Hourly/Transient Parkers	Downtown Resident Parking	Hotel Valet Parking	Special Event Parking
Yes Restricted Access	No	No	No	No

SURFACE PARKING LOT #20
Located at 102 Corcoran Street

Monthly Parkers	Hourly/Transient Parkers	Downtown Resident Parking	Hotel Valet Parking	Special Event Parking
Yes Restricted Access	No	Yes	No	No
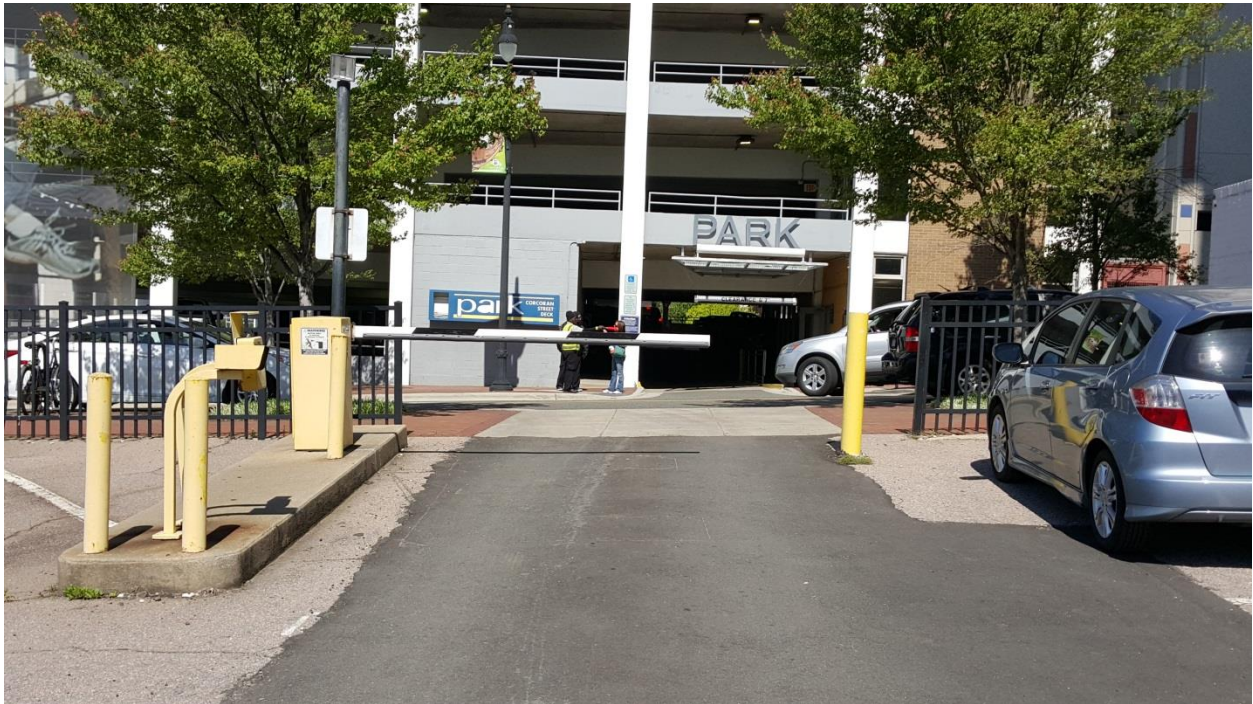
APPENDIX C: COST PROPOSAL FORMS

The City of Durham intends to award this Contract to the firm that it considers will provide the best overall program services. The City reserves the right to accept other than the lowest priced offer and to reject any Proposals that are not responsive to this request. The Cost Proposal Forms are provided in Appendix C.

Proposers must quote firm, fixed, rate for all services identified in this request for proposal. No other costs will be accepted. This firm fixed rate will be the same for the initial contract period.

- Pricing shall include any and all back office operational and/or management fees.
- Pricing shall include the cost to obtain or maintain all permits, certifications, and licenses that may be required to perform the contract.

The Proposer shall provide alternative approaches to purchase or finance of the proposed equipment, including but not limited to, outright purchase, lease or lease purchase. Please provide a comprehensive description of the costs associated with each and the benefits and disadvantages of each approach.

COST PROPOSAL FORM
OPTION A: OUTRIGHT PURCHASE

Proposer Name: _____

Quantity	Manufacturer	Description	Unit Price	Total Price
		CHAPEL HILL STREET PARKING GARAGE		
		Pay on Foot Machines: Cash/Credit/Digital Payments		
		Pay on Foot Machines: Credit Only/Digital Payments		
		Entry Terminals		
		Credit Card Readers for Entry		
		Exit Terminals		
		Credit Card Readers for Exit		
		Barrier Gates		
		Intercoms		
		LPR Cameras		
		Brackets		
		Cables		
		Transformers		
		Loops (if replacement is required)		
		Uninterruptible Power Supply (UPS)		
		Software		
		Validation Software		
		Mobile Pay Setup		
		Credit Card EMV		
		Stands		
		Connectors		
		Controllers		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		TOTAL		

COST PROPOSAL FORM
OPTION A: OUTRIGHT PURCHASE

Proposer Name: _____

Quantity	Manufacturer	Description	Unit Price	Total Price
		Pay on Foot Machines: Cash/Credit/Digital Payments		
		Pay on Foot Machines: Credit Only/Digital Payments		
		Entry Terminals		
		Credit Card Readers for Entry		
		Exit Terminals		
		Credit Card Readers for Exit		
		Barrier Gates		
		Intercoms		
		LPR Cameras		
		Brackets		
		Cables		
		Transformers		
		Loops (if replacement is required)		
		Uninterruptible Power Supply (UPS)		
		Software		
		Validation Software		
		Mobile Pay Setup		
		Credit Card EMV		
		Stands		
		Connectors		
		Controllers		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		TOTAL		

COST PROPOSAL FORM
OPTION A: OUTRIGHT PURCHASE

Proposer Name: _____

Quantity	Manufacturer	Description	Unit Price	Total Price
		CORCORAN STREET PARKING GARAGE		
		Pay on Foot Machines: Cash/Credit/Digital Payments		
		Pay on Foot Machines: Credit Only/Digital Payments		
		Entry Terminals		
		Credit Card Readers for Entry		
		Exit Terminals		
		Credit Card Readers for Exit		
		Barrier Gates		
		Intercoms		
		LPR Cameras		
		Brackets		
		Cables		
		Transformers		
		Loops (if replacement is required)		
		Uninterruptible Power Supply (UPS)		
		Software		
		Validation Software		
		Mobile Pay Setup		
		Credit Card EMV		
		Stands		
		Connectors		
		Controllers		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		TOTAL		

COST PROPOSAL FORM
OPTION A: OUTRIGHT PURCHASE

Proposer Name: _____

Quantity	Manufacturer	Description	Unit Price	Total Price
		DURHAM CENTRE PARKING GARAGE		
		Pay on Foot Machines: Cash/Credit/Digital Payments		
		Pay on Foot Machines: Credit Only/Digital Payments		
		Entry Terminals		
		Credit Card Readers for Entry		
		Exit Terminals		
		Credit Card Readers for Exit		
		Barrier Gates		
		Intercoms		
		LPR Cameras		
		Brackets		
		Cables		
		Transformers		
		Loops (if replacement is required)		
		Uninterruptible Power Supply (UPS)		
		Software		
		Validation Software		
		Mobile Pay Setup		
		Credit Card EMV		
		Stands		
		Connectors		
		Controllers		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		TOTAL		

COST PROPOSAL FORM
OPTION A: OUTRIGHT PURCHASE

Proposer Name: _____

Quantity	Manufacturer	Description	Unit Price	Total Price
		Pay on Foot Machines: Cash/Credit/Digital Payments		
		Pay on Foot Machines: Credit Only/Digital Payments		
		Entry Terminals		
		Credit Card Readers for Entry		
		Exit Terminals		
		Credit Card Readers for Exit		
		Barrier Gates		
		Intercoms		
		LPR Cameras		
		Brackets		
		Cables		
		Transformers		
		Loops (if replacement is required)		
		Uninterruptible Power Supply (UPS)		
		Software		
		Validation Software		
		Mobile Pay Setup		
		Credit Card EMV		
		Stands		
		Connectors		
		Controllers		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		TOTAL		

COST PROPOSAL FORM
OPTION A: OUTRIGHT PURCHASE

Proposer Name: _____

Quantity	Manufacturer	Description	Unit Price	Total Price
		Pay on Foot Machines: Cash/Credit/Digital Payments		
		Pay on Foot Machines: Credit Only/Digital Payments		
		Entry Terminals		
		Credit Card Readers for Entry		
		Exit Terminals		
		Credit Card Readers for Exit		
		Barrier Gates		
		Intercoms		
		LPR Cameras		
		Brackets		
		Cables		
		Transformers		
		Loops (if replacement is required)		
		Uninterruptible Power Supply (UPS)		
		Software		
		Validation Software		
		Mobile Pay Setup		
		Credit Card EMV		
		Stands		
		Connectors		
		Controllers		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		TOTAL		

COST PROPOSAL FORM
OPTION A: OUTRIGHT PURCHASE

Proposer Name: _____

Quantity	Manufacturer	Description	Unit Price	Total Price
		MISCELLANEOUS ADDITIONS/EXCEPTIONS/ALTERNATIVES		
		TOTAL		

COST PROPOSAL FORM
OPTION B: VENDOR FINANCING

Proposer Name: _____

Quantity	Manufacturer	Description	Unit Price	Total Price
		CHAPEL HILL STREET PARKING GARAGE		
		Pay on Foot Machines: Cash/Credit/Digital Payments		
		Pay on Foot Machines: Credit Only/Digital Payments		
		Entry Terminals		
		Credit Card Readers for Entry		
		Exit Terminals		
		Credit Card Readers for Exit		
		Barrier Gates		
		Intercoms		
		LPR Cameras		
		Brackets		
		Cables		
		Transformers		
		Loops (if replacement is required)		
		Uninterruptible Power Supply (UPS)		
		Software		
		Validation Software		
		Mobile Pay Setup		
		Credit Card EMV		
		Stands		
		Connectors		
		Controllers		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		TOTAL		

COST PROPOSAL FORM
OPTION B: VENDOR FINANCING

Proposer Name: _____

Quantity	Manufacturer	Description	Unit Price	Total Price
		CHURCH STREET PARKING GARAGE		
		Pay on Foot Machines: Cash/Credit/Digital Payments		
		Pay on Foot Machines: Credit Only/Digital Payments		
		Entry Terminals		
		Credit Card Readers for Entry		
		Exit Terminals		
		Credit Card Readers for Exit		
		Barrier Gates		
		Intercoms		
		LPR Cameras		
		Brackets		
		Cables		
		Transformers		
		Loops (if replacement is required)		
		Uninterruptible Power Supply (UPS)		
		Software		
		Validation Software		
		Mobile Pay Setup		
		Credit Card EMV		
		Stands		
		Connectors		
		Controllers		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		TOTAL		

COST PROPOSAL FORM
OPTION B: VENDOR FINANCING

Proposer Name: _____

Quantity	Manufacturer	Description	Unit Price	Total Price
		Pay on Foot Machines: Cash/Credit/Digital Payments		
		Pay on Foot Machines: Credit Only/Digital Payments		
		Entry Terminals		
		Credit Card Readers for Entry		
		Exit Terminals		
		Credit Card Readers for Exit		
		Barrier Gates		
		Intercoms		
		LPR Cameras		
		Brackets		
		Cables		
		Transformers		
		Loops (if replacement is required)		
		Uninterruptible Power Supply (UPS)		
		Software		
		Validation Software		
		Mobile Pay Setup		
		Credit Card EMV		
		Stands		
		Connectors		
		Controllers		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		TOTAL		

COST PROPOSAL FORM
OPTION B: VENDOR FINANCING

Proposer Name: _____

		DURHAM CENTRE PARKING GARAGE		
Quantity	**Manufacturer**	**Description**	**Unit Price**	**Total Price**
		Pay on Foot Machines: Cash/Credit/Digital Payments		
		Pay on Foot Machines: Credit Only/Digital Payments		
		Entry Terminals		
		Credit Card Readers for Entry		
		Exit Terminals		
		Credit Card Readers for Exit		
		Barrier Gates		
		Intercoms		
		LPR Cameras		
		Brackets		
		Cables		
		Transformers		
		Loops (if replacement is required)		
		Uninterruptible Power Supply (UPS)		
		Software		
		Validation Software		
		Mobile Pay Setup		
		Credit Card EMV		
		Stands		
		Connectors		
		Controllers		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		TOTAL		

COST PROPOSAL FORM
OPTION B: VENDOR FINANCING

Proposer Name: _____

Quantity	Manufacturer	Description	Unit Price	Total Price
		CITY HALL ANNEX PARKING GARAGE		
		Pay on Foot Machines: Cash/Credit/Digital Payments		
		Pay on Foot Machines: Credit Only/Digital Payments		
		Entry Terminals		
		Credit Card Readers for Entry		
		Exit Terminals		
		Credit Card Readers for Exit		
		Barrier Gates		
		Intercoms		
		LPR Cameras		
		Brackets		
		Cables		
		Transformers		
		Loops (if replacement is required)		
		Uninterruptible Power Supply (UPS)		
		Software		
		Validation Software		
		Mobile Pay Setup		
		Credit Card EMV		
		Stands		
		Connectors		
		Controllers		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		TOTAL		

COST PROPOSAL FORM
OPTION B: VENDOR FINANCING

Proposer Name: _____

Quantity	Manufacturer	Description	Unit Price	Total Price
		Pay on Foot Machines: Cash/Credit/Digital Payments		
		Pay on Foot Machines: Credit Only/Digital Payments		
		Entry Terminals		
		Credit Card Readers for Entry		
		Exit Terminals		
		Credit Card Readers for Exit		
		Barrier Gates		
		Intercoms		
		LPR Cameras		
		Brackets		
		Cables		
		Transformers		
		Loops (if replacement is required)		
		Uninterruptible Power Supply (UPS)		
		Software		
		Validation Software		
		Mobile Pay Setup		
		Credit Card EMV		
		Stands		
		Connectors		
		Controllers		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		TOTAL		

COST PROPOSAL FORM
OPTION B: VENDOR FINANCING

Proposer Name: _____

Quantity	Manufacturer	Description	Unit Price	Total Price
		MISCELLANEOUS ADDITIONS/EXCEPTIONS/ALTERNATIVES		
		TOTAL		

COST PROPOSAL FORM
OPTION C: LEASE TO OWN

Proposer Name: _____

Quantity	Manufacturer	Description	Unit Price	Total Price
		CHAPEL HILL STREET PARKING GARAGE		
		Pay on Foot Machines: Cash/Credit/Digital Payments		
		Pay on Foot Machines: Credit Only/Digital Payments		
		Entry Terminals		
		Credit Card Readers for Entry		
		Exit Terminals		
		Credit Card Readers for Exit		
		Barrier Gates		
		Intercoms		
		LPR Cameras		
		Brackets		
		Cables		
		Transformers		
		Loops (if replacement is required)		
		Uninterruptible Power Supply (UPS)		
		Software		
		Validation Software		
		Mobile Pay Setup		
		Credit Card EMV		
		Stands		
		Connectors		
		Controllers		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		TOTAL		

COST PROPOSAL FORM
OPTION C: LEASE TO OWN

Proposer Name: _____

Quantity	Manufacturer	Description	Unit Price	Total Price
		Pay on Foot Machines: Cash/Credit/Digital Payments		
		Pay on Foot Machines: Credit Only/Digital Payments		
		Entry Terminals		
		Credit Card Readers for Entry		
		Exit Terminals		
		Credit Card Readers for Exit		
		Barrier Gates		
		Intercoms		
		LPR Cameras		
		Brackets		
		Cables		
		Transformers		
		Loops (if replacement is required)		
		Uninterruptible Power Supply (UPS)		
		Software		
		Validation Software		
		Mobile Pay Setup		
		Credit Card EMV		
		Stands		
		Connectors		
		Controllers		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		TOTAL		

COST PROPOSAL FORM
OPTION C: LEASE TO OWN

Proposer Name: _____

Quantity	Manufacturer	Description	Unit Price	Total Price
		Pay on Foot Machines: Cash/Credit/Digital Payments		
		Pay on Foot Machines: Credit Only/Digital Payments		
		Entry Terminals		
		Credit Card Readers for Entry		
		Exit Terminals		
		Credit Card Readers for Exit		
		Barrier Gates		
		Intercoms		
		LPR Cameras		
		Brackets		
		Cables		
		Transformers		
		Loops (if replacement is required)		
		Uninterruptible Power Supply (UPS)		
		Software		
		Validation Software		
		Mobile Pay Setup		
		Credit Card EMV		
		Stands		
		Connectors		
		Controllers		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		TOTAL		

COST PROPOSAL FORM
OPTION C: LEASE TO OWN

Proposer Name: _____

Quantity	Manufacturer	Description	Unit Price	Total Price
		DURHAM CENTRE PARKING GARAGE		
		Pay on Foot Machines: Cash/Credit/Digital Payments		
		Pay on Foot Machines: Credit Only/Digital Payments		
		Entry Terminals		
		Credit Card Readers for Entry		
		Exit Terminals		
		Credit Card Readers for Exit		
		Barrier Gates		
		Intercoms		
		LPR Cameras		
		Brackets		
		Cables		
		Transformers		
		Loops (if replacement is required)		
		Uninterruptible Power Supply (UPS)		
		Software		
		Validation Software		
		Mobile Pay Setup		
		Credit Card EMV		
		Stands		
		Connectors		
		Controllers		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		TOTAL		

COST PROPOSAL FORM
OPTION C: LEASE TO OWN

Proposer Name: _____

Quantity	Manufacturer	Description	Unit Price	Total Price
		CITY HALL ANNEX PARKING GARAGE		
		Pay on Foot Machines: Cash/Credit/Digital Payments		
		Pay on Foot Machines: Credit Only/Digital Payments		
		Entry Terminals		
		Credit Card Readers for Entry		
		Exit Terminals		
		Credit Card Readers for Exit		
		Barrier Gates		
		Intercoms		
		LPR Cameras		
		Brackets		
		Cables		
		Transformers		
		Loops (if replacement is required)		
		Uninterruptible Power Supply (UPS)		
		Software		
		Validation Software		
		Mobile Pay Setup		
		Credit Card EMV		
		Stands		
		Connectors		
		Controllers		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		TOTAL		

COST PROPOSAL FORM
OPTION C: LEASE TO OWN

Proposer Name: _____

Quantity	Manufacturer	Description	Unit Price	Total Price
		Pay on Foot Machines: Cash/Credit/Digital Payments		
		Pay on Foot Machines: Credit Only/Digital Payments		
		Entry Terminals		
		Credit Card Readers for Entry		
		Exit Terminals		
		Credit Card Readers for Exit		
		Barrier Gates		
		Intercoms		
		LPR Cameras		
		Brackets		
		Cables		
		Transformers		
		Loops (if replacement is required)		
		Uninterruptible Power Supply (UPS)		
		Software		
		Validation Software		
		Mobile Pay Setup		
		Credit Card EMV		
		Stands		
		Connectors		
		Controllers		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		TOTAL		

COST PROPOSAL FORM
OPTION C: LEASE TO OWN

Proposer Name: _____

Quantity	Manufacturer	Description	Unit Price	Total Price
			TOTAL	

COST PROPOSAL FORM

OPTION D: OTHER: _____(PLEASE STATE)

Proposer Name: _____

CHAPEL HILL STREET PARKING GARAGE				
Quantity	Manufacturer	Description	Unit Price	Total Price
		Pay on Foot Machines: Cash/Credit/Digital Payments		
		Pay on Foot Machines: Credit Only/Digital Payments		
		Entry Terminals		
		Credit Card Readers for Entry		
		Exit Terminals		
		Credit Card Readers for Exit		
		Barrier Gates		
		Intercoms		
		LPR Cameras		
		Brackets		
		Cables		
		Transformers		
		Loops (if replacement is required)		
		Uninterruptible Power Supply (UPS)		
		Software		
		Validation Software		
		Mobile Pay Setup		
		Credit Card EMV		
		Stands		
		Connectors		
		Controllers		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		TOTAL		

COST PROPOSAL FORM

OPTION D: OTHER: _____(PLEASE STATE)

Proposer Name: _____

Quantity	Manufacturer	Description	Unit Price	Total Price
		Pay on Foot Machines: Cash/Credit/Digital Payments		
		Pay on Foot Machines: Credit Only/Digital Payments		
		Entry Terminals		
		Credit Card Readers for Entry		
		Exit Terminals		
		Credit Card Readers for Exit		
		Barrier Gates		
		Intercoms		
		LPR Cameras		
		Brackets		
		Cables		
		Transformers		
		Loops (if replacement is required)		
		Uninterruptible Power Supply (UPS)		
		Software		
		Validation Software		
		Mobile Pay Setup		
		Credit Card EMV		
		Stands		
		Connectors		
		Controllers		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		TOTAL		

Church Street Parking Garage

COST PROPOSAL FORM

OPTION D: OTHER: _____(PLEASE STATE)

Proposer Name: _____

CORCORAN STREET PARKING GARAGE				
Quantity	Manufacturer	Description	Unit Price	Total Price
		Pay on Foot Machines: Cash/Credit/Digital Payments		
		Pay on Foot Machines: Credit Only/Digital Payments		
		Entry Terminals		
		Credit Card Readers for Entry		
		Exit Terminals		
		Credit Card Readers for Exit		
		Barrier Gates		
		Intercoms		
		LPR Cameras		
		Brackets		
		Cables		
		Transformers		
		Loops (if replacement is required)		
		Uninterruptible Power Supply (UPS)		
		Software		
		Validation Software		
		Mobile Pay Setup		
		Credit Card EMV		
		Stands		
		Connectors		
		Controllers		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		TOTAL		

COST PROPOSAL FORM
OPTION D: OTHER: _____(PLEASE STATE)

Proposer Name: _____

DURHAM CENTRE PARKING GARAGE				
Quantity	Manufacturer	Description	Unit Price	Total Price
		Pay on Foot Machines: Cash/Credit/Digital Payments		
		Pay on Foot Machines: Credit Only/Digital Payments		
		Entry Terminals		
		Credit Card Readers for Entry		
		Exit Terminals		
		Credit Card Readers for Exit		
		Barrier Gates		
		Intercoms		
		LPR Cameras		
		Brackets		
		Cables		
		Transformers		
		Loops (if replacement is required)		
		Uninterruptible Power Supply (UPS)		
		Software		
		Validation Software		
		Mobile Pay Setup		
		Credit Card EMV		
		Stands		
		Connectors		
		Controllers		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		TOTAL		

COST PROPOSAL FORM
OPTION D: OTHER: _____(PLEASE STATE)

Proposer Name: _____

		CITY HALL ANNEX PARKING GARAGE		
Quantity	**Manufacturer**	**Description**	**Unit Price**	**Total Price**
		Pay on Foot Machines: Cash/Credit/Digital Payments		
		Pay on Foot Machines: Credit Only/Digital Payments		
		Entry Terminals		
		Credit Card Readers for Entry		
		Exit Terminals		
		Credit Card Readers for Exit		
		Barrier Gates		
		Intercoms		
		LPR Cameras		
		Brackets		
		Cables		
		Transformers		
		Loops (if replacement is required)		
		Uninterruptible Power Supply (UPS)		
		Software		
		Validation Software		
		Mobile Pay Setup		
		Credit Card EMV		
		Stands		
		Connectors		
		Controllers		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		TOTAL		

COST PROPOSAL FORM
OPTION D: OTHER: _____(PLEASE STATE)

Proposer Name: _____

Quantity	Manufacturer	Description	Unit Price	Total Price
		SURFACE PARKING LOT #20		
		Pay on Foot Machines: Cash/Credit/Digital Payments		
		Pay on Foot Machines: Credit Only/Digital Payments		
		Entry Terminals		
		Credit Card Readers for Entry		
		Exit Terminals		
		Credit Card Readers for Exit		
		Barrier Gates		
		Intercoms		
		LPR Cameras		
		Brackets		
		Cables		
		Transformers		
		Loops (if replacement is required)		
		Uninterruptible Power Supply (UPS)		
		Software		
		Validation Software		
		Mobile Pay Setup		
		Credit Card EMV		
		Stands		
		Connectors		
		Controllers		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		Other:		
		TOTAL		

COST PROPOSAL FORM
OPTION D: OTHER: _____(PLEASE STATE)

Proposer Name: _____

	MISCELLANEOUS ADDITIONS/EXCEPTIONS/ALTERNATIVES			
Quantity	**Manufacturer**	**Description**	**Unit Price**	**Total Price**
		TOTAL		

APPENDIX D: SDBE FORMS

CITY OF DURHAM
EQUAL BUSINESS OPPORTUNITY PROGRAM

PROCUREMENT FORMS
Revised 03/2016

Mailing Address:

101 City Hall Plaza
Durham, North Carolina 27701
Phone: 919-560-4180
Facsimile: 919-560-4513

Street Address:

101 City Hall Plaza (Annex)
Durham, North Carolina 27701

The Department of Equal Opportunity/Equity Assurance
Good Things Are Happening In Durham

Equal Business Opportunity Program
UBE Procurement Documentation

All information in this document is applicable as indicated when UBE goals are required. If documents are not submitted, your bid may be deemed non-responsive. Only the Employee Breakdown form is required when there are no UBE goals. Underutilized Business Enterprise (UBE) means a business, including a sole proprietorship, partnership, corporation, limited liability company, joint venture or any other business or professional entity that has been certified by (i) the State of North Carolina as a historically underutilized business (HUB) pursuant to G.S. 143-128.4, as amended; (ii) the North Carolina Department of Transportation as a disadvantaged minority-owned or woman-owned business pursuant to G.S. 136-28.4, as amended; or (iii) the Small Business Administration 8(a) Business Development program of the Small Business Administration of the U.S. Department of Commerce pursuant to 15 U.S.C. 637(a), as amended,

 UBE **Participation** On this form, "participation" is the dollar amount of subcontracts for significant goods and services to be used to perform the contract. For instance, if the bidder would enter into a subcontract with UBEs for a total of $30,000, that would be the UBE participation amount. The sum of UBE participation and non UBE participation should equal the amount of the bid. This form is required for a bid that has participation goals and must be completed and submitted with your bid.

Employee Breakdown must be completed and submitted for the location providing the service/commodity. If the parent company will be involved in providing the service/commodity on the City contract, a consolidated employment breakdown must be submitted.

Statement of Intent to Perform as Subcontractor The bidder must provide one of these forms for each UBE firm that the bidder would subcontract with if the City awards the contract to the bidder.

Request to Change UBE Participation After Bid Opening: If at any time during a City contract, the bidder/contractor proposes to do any of the following:

- to replace a subcontractor,
- to perform subcontracted work with the bidder/contractor's own forces,
- to increase the quantity of subcontracted work,
- to decrease the quantity of subcontracted work, or
- to change the allocation of work among subcontractors,

then the bidder/contractor must make good-faith efforts to attain the goals that it has shown on the UBE Participation form, and the bidder/contractor must fill out the Request to Change UBE Participation After Bid Opening. Substitutions of subcontractors in these circumstances, both before and after the awarding of a contract, are subject to City approval. Consult the City's EO/EA Department on the procedures to follow.

Questionnaire on Bidder's Good-Faith Efforts Bidders that do not attain the UBE goals have the responsibility to make good-faith efforts and to demonstrate to the City that they have made such efforts. In determining a bidder's good-faith efforts to engage UBEs, the City Manager shall consider the information supplied by the bidder to answer the questions in this form, along with other criteria that the City Manager deems proper. This questionnaire is an optional tool that bidders may use to show that they have made good-faith efforts. Even though this form may be submitted after the bid opening, it cannot include information on efforts made after the bid opening. Even if a bidder does not use this form, the City will nevertheless attempt to answer the questions on the questionnaire using good-faith documentation supplied by the bidder. Bidders who do not turn in the questionnaire will still find it helpful to know how the City will determine whether good-faith efforts have been made.

EMPLOYEE BREAKDOWN

Part A – Employee Statistics for the Primary Location

M--------a--------l--------e--------s   F----e-----m-----a-----l-----e-----s

Employment Category	Total Employees	Total Males	Total Females	White	Black	Hispanic	Asian or Pacific Islander	Indian or Alaskan Native	White	Black	Hispanic	Asian or Pacific Islander	Indian or Alaskan Native
Project Manger													
Professional													
Labor													
Clerical													
Totals													

Part B – Employee Statistics for the Consolidated Company (See instructions for this form on whether this part is required.)

M--------a--------l--------e--------s   F-----e-----m-----a-----l-----e-----s

Employment Category	Total Employees	Total Males	Total Females	White	Black	Hispanic	Asian or Pacific Islander	Indian or Alaskan Native	White	Black	Hispanic	Asian or Pacific Islander	Indian or Alaskan Native
Project Manger													
Professional													
Labor													
Clerical													
Totals													

UBE PARTICIPATION ON BID

Name of Bidder: _____

Is bidder a UBE (circle one):   Yes   No

Total dollar amount of UBE participation in bid work: _____

For each row, check one column: E or F,

Column A	Column B	Column C	Column D	Column E	Column F
Name of proposed subcontractor for base bid work	Goods and services to be provided for base bid work	Subcontract amount, in dollars, for base bid work	Percentage of total base bid (Column C divided by total base bid)	Minority-owned UBE	Women-owned UBE
		$	%		
		$	%		
		$	%		
		$	%		

Attach extra sheets as needed.

Do the above participation amounts meet the goals on this contract, assuming only the base bid is counted?

☐**Yes** ☐ **No.** If the answer is No: (1) the bidder must have made good-faith efforts; (2) the bidder must
provide, within 2 business days after bid opening, documentation of good-faith efforts; and (3) the bidder must sign below.

As an authorized representative of the Bidder, I swear or affirm under penalty of fraud that the good-faith efforts documentation submitted with this bid, pertaining to the base bid and all alternates, if any, is correct and not intended to defraud or mislead. After the contract between the City and the Bidder is signed, except to the extent that the City gives prior written approval for changes, the Contractor agrees that it shall engage the subcontractors listed on this form to perform the work for the dollar amounts or percentages described on this form.

_____

Signature of individual authorized to sign for Bidder

STATEMENT OF INTENT TO PERFORM AS SUBCONTRACTOR

Name of **Bidder**: _____

Name of **Project**: _____

The undersigned firm meets the City of Durham's criteria as a UBE.

The undersigned UBE represents that it will enter into a formal contract with the Bidder to perform the following work in connection with the Project, in the dollar amount or percentage listed below, if the Bidder signs a contract with the City of Durham for the Project.

Describe the work in sufficient detail so that it can be determined whether the UBE's work is a substantial and necessary part of the Project.

Column 1 - description of work to be done by undersigned UBE	**Column 2** - dollar amount of the proposed subcontract between the bidder and the undersigned UBE	**Column 3** - percentage of Bidder's base bid represented by the proposed subcontract between the Bidder and the undersigned UBE

The undersigned UBE will be ready to begin work on the subcontract on the following date:_____

Name of UBE:_____Telephone No. _____

Address, including Zip Code, of UBE:_____Fax No. _____

_____
Signature of authorized representative of UBE

Title of the person who signed above:_____

What person with the UBE should the City contact with questions about this form or the proposed subcontract?

Name of individual:_____Telephone No. _____

Title of individual: _____

Email address: _____

By submitting this form to the City of Durham, the Bidder represents that if the Bidder signs the contract with the City of Durham for the Project, the Bidder will enter into the subcontract described above with this UBE.

REQUEST TO CHANGE UBE PARTICIPATION AFTER BID OPENING

Project: _____

Name of bidder or contractor: _____

Name and title of representative of bidder or contractor: _____

Address:	Zip Code:
Telephone No.:	Fax No.:

Email Address: _____

Total amount of original contract, before any change orders or amendments: _____

Total amount of the contract, <u>including</u> all approved change orders and amendments to date, but <u>not counting</u> the changes proposed in this form: _____

Dollar amount of changes proposed in this form: _____

The proposed change *(check one)* ☐ **increases** ☐ **decreases** the dollar amount of the bidder's/contractor's contract
with the City.

Does the proposed change decrease the UBE participation? *(check one)* ☐**yes** ☐**no**

If the answer is **yes**, complete the following:

BOX A. For the subcontract proposed to be changed (increased, reduced, or eliminated): Name of subcontractor: _____

Goods and services to be provided before the proposed change: _____

_____

- Is it proposed to eliminate this subcontract? ☐ yes ☐ no

If the subcontract is to be increased or reduced, describe the nature of the change (*such as adding $5,000 in concrete work and deleting $7,000 in grading):*

_____

Dollar amount of this subcontract before this proposed change: _____

Dollar amount of this subcontract after this proposed change: _____

This subcontractor is (check one):
- ☐ 1. Minority-owned UBE
- ☐ 2. Women-Owned UBE
- ☐ 3. Not a UBE

BOX B. Proposed subcontracts other than the subcontract described in Box A above

Name of subcontractor for the new work: _____

Goods and Services to be provided by this proposed subcontractor:
_____

Dollar amount proposed of this proposed subcontract: This subcontractor is:

☐ 1. Minority-owned UBE

☐ 2. Women-Owned UBE

☐ 3. Not a UBE

Add additional sheets as necessary.

This form is used only if the conditions described in the instructions are present.

QUESTIONNAIRE ON BIDDER'S GOOD-FAITH EFFORTS

Name of Bidder:

_____

If you find it helpful, feel free to attach pages to explain your answers. **How many pages is your**

- **firm attaching to this questionnaire?** _____

  questionnaire.)
  (Don't count the 2 pages of this

- If a yes or no answer is not appropriate, please explain the facts. All of the answers to these questions relate only to the   time <u>before</u> your firm submitted its bid or proposal to the City. In other words, actions that your firm took after it submitted the bid or proposal to the City cannot be mentioned or used in any answers.

1. **SOLICITING UBEs.**

(a) Did your firm solicit, through all reasonable and available means, the interest of <u>all</u> -UBEs (that is, in the list provided by the City-) in the scopes of work of the contract? ☐ **yes** ☐ **no**

(b) In such soliciting, did your firm advertise?   ☐ **yes** ☐ **no**   Are you attaching copies to this questionnaire, indicating the dates and names of newspaper or other publication for each ad if that information is not already on the ads?   ☐ **yes** ☐ **no**

(c) In such soliciting, did your firm send written (including electronic) notices or letters? Are you attaching one or more sample notices or letters? ☐ **yes** ☐ **no**

(d) Did your firm attend the pre-bid conference?   ☐ **yes**   ☐ **no**

(e) Did your firm provide interested UBEs with timely, adequate information about the plans, specifications, and requirements of the contract?   ☐ **yes**   ☐ **no**

(f) Did your firm follow up with UBEs that showed interest?   ☐ **yes** ☐ **no**

(g) With reference to the UBEs that your firm notified of the type of work to be subcontracted -- Did your firm tell them?

   (i) the specific work your firm was considering for subcontracting?   ☐ **yes** ☐ **no**
   (ii) that their interest in the contract is being solicited?   ☐ **yes** ☐ **no**
   (iii) how to obtain and inspect the applicable plans and specifications and descriptions of items to be purchased?   ☐ **yes** ☐ **no**

2. **BREAKING DOWN THE WORK.**

(a) Did your firm select portions of the work to be performed by UBEs in order to increase the likelihood that the goals would be reached?   ☐ **yes** ☐ **no**

(b) If **yes**, please describe the portions selected. **ANSWER:**

NEGOTIATION. In your answers to 3, you may omit information regarding UBEs for which you are providing
   Form E-105.

(a) What are the names, addresses, and telephone numbers of UBEs that you contacted?   **ANSWER:**
.
(b) Describe the information that you provided to the UBEs regarding the plans and specifications for the work
   selected for potential subcontracting.   **ANSWER:**

(c) Why could your firm not reach agreements with the UBEs that your firm made contact with? Be specific.
   ANSWER:

3. *ASSISTANCE TO UBEs ON BONDING, CREDIT, AND INSURANCE.*

(a) Did your firm or the City require any subcontractors to have bonds, lines of credit, or insurance?
   ☐**yes** ☐**no** (Note: In most projects, the City has no such requirement for *subcontractors*.)

(b) If the answer to (a) is **yes**, did your firm make efforts to assist UBEs to obtain bonds, lines of credit, or insurance?   ☐**yes** ☐**no**   If **yes**, describe your firm's efforts:. **ANSWER:**

(c) Did your firm provide alternatives to bonding or insurance for potential subcontractors?   ☐**yes**   ☐ **no**
   If **yes**, describe.   **ANSWER:**

4. GOODS AND SERVICES. What efforts did your firm make to help interested UBEs to obtain goods or services
   relevant to the proposed subcontracting work?   **ANSWER:**

5. *USING OTHER SERVICES.*
(a) Did your firm use the services of the City to help solicit UBEs for the work? ☐**yes** ☐**no**   Please explain.   **ANSWER:**

(b) Did your firm use the services of available minority/women community organizations, minority and women contractors' groups, government-sponsored minority/women business assistance agencies, and other appropriate organizations to help solicit UBEs for the work? ☐**yes** ☐**no**   Please explain.
ANSWER:

Appendix E: CLOUD COMPUTING SECURITY REQUIREMENTS

Cloud Computing Security Requirements

1. **Identity management**
   Provider must have its own identity management system to control access to information and computing resources. Please provide details of these controls.

2. **Physical and personnel security**
   Provider must ensure that physical machines are adequately secure and that access to these machines as well as all relevant customer data is not only restricted but that access is documented. Please provide details of these controls.

3. **Application security**
   Provider must ensure that applications available as a service via the cloud are secure by implementing testing and acceptance procedures for outsourced or packaged application code. It also requires application security measures be in place in the production environment. Please provide details of these controls.

4. **Security Certifications**
   Provide list of security certifications you hold along with a copy of each. Providers should hold **ISO 27001** for security controls or **SAS 70 Type II** audits for physical security.

5. **Architecture and Software Isolation**
   The cloud provides services via an abstraction layer – a web portal. Behind this abstraction layer is a hidden world of complexity that includes firmware, hypervisors, operating systems, virtual machines, user portals, charge back and metering systems, provisioning, orchestration and other essential functions. Much of this functionality and its supporting software don't typically exist within IT infrastructures.

   A. By adding new functionality and software to the architecture, what is known as an attack surface emerges. From a security and privacy perspective, it is important for the provider to detail how he will protect the City's data from this. Please provide details of these controls.

   B. Another area for concern is how the provider handles software isolation. This is how data is set-up and shared across databases and common application platforms, particularly in multi-tenant applications. *All public sector cloud data must be isolated from shared systems, databases and applications.* Please provide details of these controls.

6. **Data Storage & Protection**

   A. *All public sector cloud data must reside in the continental U.S.*

   B. Provide all locations of where the City's data will be stored (geographical locations) to include hot sites in case the system failure.

   C. List the type of encryption used to secure the data

D. Detail how the data is protected against leaks

E. Provide a list of vendor employees and third parties that can access the City's data

F. Provide a copy of the procedure for regulating access to the data

G. Provide a list of formats that the data can be stored and converted

H. Provide Data backup schedules

I. Provide the method by which the City's data will be sanitized from your storage when the contract is terminated, to include backup copies

J. Provide a copy of the vendor's disaster recovery plan

K. Provide the process used to vette technicians

7.   Data Availability
Provider must assure the City that they will have regular and predictable access to their data and applications. The vendor will have a method of providing continued operations for the City if the vendor's operations are suddenly shut down. Additionally, the provider must have a method to return all data to the City if the provider goes out of business or is shut down. Please provide details of these controls.

8.   Business continuity and data recovery
Provider must have business continuity and data recovery plans in place to ensure that service can be maintained in case of a disaster or an emergency and that any data loss will be recovered. These plans must be provided to the City.

9.   Incident Response

A. Provide a copy of your incident response plan.

B. Provider must detail any circumstance that might cause our data to be inaccessible such as a subpoena, litigation, or e-discovery for another customer's data or services.

10.   Compliance & Privacy

A. *All public sector cloud data must reside in the continental U.S.*

B. Numerous regulations pertain to the storage and use of data, including federal laws and regulations such as FISMA, the National Archives and Records Management Act (NARMA), North Carolina Records Retention and Disposition Schedule, Payment Card Industry Data Security Standard (PCI DSS), the Health Insurance Portability and Accountability Act (HIPAA), and the Sarbanes-Oxley Act, among others. Many of these regulations require regular reporting and audit trails. Cloud providers must enable their customers to comply appropriately with these regulations. Please provide details of these controls.

C. Provider must ensure that all critical data (credit card numbers, for example) are masked and that only authorized users have access to data in its entirety. Moreover, digital identities and credentials must be protected as should any data that the

provider collects or produces about customer activity in the cloud. Please provide details of these controls.

D. City data will not be used for vendor advertising or other promotional purposes. City data will not be sold to third parties. Please provide details of these controls.

E. Provider has the ability to preserve, identify, collect, process, analyze and produce all forms of electronic files. All public sector cloud data must be discoverable in accordance with state and federal laws. Please provide details of these controls.

F. Provider must comply with North Carolina statutes when dealing with legal issues, such as Contracts and E-Discovery, which may vary by state. Providers must also comply with the North Carolina Municipal Records Retention and Disposition Schedule. *http://durhamnc.gov/ich/cco/Documents/retention_09.pdf*

G. In addition to producing logs and audit trails, provider must work with the City to ensure that these logs and audit trails are properly secured, maintained for as long as the City requires, and are accessible for the purposes of forensic investigation (e.g., e-Discovery). Please provide details of these controls.

H. Because so much of what's behind the cloud is hidden, the City may need to conduct an audit or review past performance and certifications to gain a degree of trust as to what is going on within the infrastructure where our data will reside. It is critical that the provider allow for external audits. Many cloud providers do not allow customers to enter their data centers. In that case, it is important that they have provisions to allow external auditors to access the facilities. Please provide details of these controls.

Appendix F: RFP ADDENDUMS AND FORMS

ADDENDUM #1
PERFORMANCE BOND
The City reserves the right, before the awarding of the contract, to require the Contractor to submit a Performance Bond as the City may deem necessary.

Date of Contract**:**

Contract Name and Number**: CONTRACT FOR SINGLE-SPACE PARKING METERS AND MULTISPACE PARKING PAYSTATIONS**

Name of Principal (Name of Contractor)**:**

Name of Surety**:**

Name and Address of Surety's N. C. Resident Agent**:**

Amount of Bond (in words and figures)**:**

($_____) _____Dollars

Date of Execution of this Bond**:**

Contracting Body: CITY OF DURHAM, a North Carolina Municipal Corporation.

* * * * * * * * * * * * * * *

KNOW ALL PERSONS BY THESE PRESENTS, That we, the **PRINCIPAL AND SURETY** above named, are held and firmly bound unto the above named Contracting Body, hereinafter called the Contracting Body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal entered into a certain contract with the Contracting Body, numbered as shown above and hereto attached: **NOW THEREFORE**, if the Principal shall well and truly perform and fulfill all the

undertakings, covenants, terms, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the Contracting Body, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, then this obligation to be void; otherwise to remain in full force and virtue. As used hereinabove, "modifications" shall include, without limitation, changes (including, without limitation, changes granting extensions of time) and additions to or with respect to the work, scope of work, and specifications.

The Surety agrees that this bond is fully binding on it whether or not the Principal executes this bond. This bond is given pursuant to Article 3 of Chapter 44A of the N. C. General Statutes. IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals on the date of execution indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

_____
(*Name of Principal*)

    ATTEST:

_____   By: _____

_____Secretary   _____President

(*Affix Principal's Corporate Seal*.)

_____
(Name of Surety)

_____
      (Signature of attorney in fact)
      (Affix Surety's Corporate Seal)

ACKNOWLEDGMENT OF <u>MANAGER'S</u> EXECUTION OF CONTRACT AND PERFORMANCE BOND

State of _____   County of _____

I, _____, a notary public for said county and state, certify that _____ personally appeared before me this day, and acknowledged that he or she is _____ Secretary of

_____

_____, a corporation, and that by authority duly given and as the act of the corporation, the foregoing contract with the City of Durham and Performance Bond with respect to the contract were signed in its name by its _____ President, whose name is

_____, sealed with its corporate seal, and attested by him/herself as its said Secretary or Assistant Secretary.

This the _____ day of _____, 20_____.

My commission expires: _____

Notary Public_____

ACKNOWLEDGMENT OF <u>SURETY'S</u> EXECUTION OF PERFORMANCE BOND

State of _____   County of _____

I, _____, a notary public in and for said county and state, certify that _____ personally appeared before me this day and acknowledged that he or she is Attorney in Fact for

_____

_____
_, the Surety named in the foregoing Performance Bond, in which bond the contracting body is the City of Durham, and that he or she executed said bond, under the seal of the Surety, on behalf of the Surety.

This the _____ day of _____, 20_____.

My commission expires: _____
_____   Notary Public

ADDENDUM #2
NON-COLLUSION AFFADAVIT

The City of Durham prohibits collusion, which is defined as a secret agreement for a deceitful or fraudulent purpose.

I, _____affirm that this firm has not engaged in collusion with any City employee(s), other person, corporations or firms relating to this proposal. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damage awards.

Signature: _____

Appendix G: SAMPLE CONTRACT

SAMPLE CONTRACT

This contract is dated, made, and entered into as of the _____ day of _____, 20_____, by the City of Durham ("City"), a N. C. municipal corporation, and [*name of firm*] ("Contractor"), [*Indicate type of entity, for instance:*

a corporation organized and existing under the laws of [name of State];
a limited liability company organized and existing under the laws of [name of State];
a professional corporation organized and existing under the laws of [name of State];
a professional association organized and existing under the laws of [name of State];
a limited partnership organized and existing under the laws of [name of State];
a sole proprietorship;
or a general partnership

If it's a corporation, LLC, or limited partnership, use the above "organized and existing" language, and do not substitute news about the contractor's principal office or place of business.].

Sec. 1. <u>Background and Purpose</u>. [*Several sentences are usually enough.**]

Sec. 2. <u>Services and Scope to be Performed. Presumption that Duty is Contractor's.</u> The Contractor shall [s*tate the services to be provided and the schedule for those services.**]. In this contract, "Work" means the services that the Contractor is required to perform pursuant to this contract and all of the Contractor's duties to the City that arise out of this contract. Unless the context requires otherwise, if this contract states that a task is to be performed or that a duty is owed, it shall be presumed that the task or duty is the obligation of the Contractor.

Sec. 3. <u>Reserved</u>.

Sec. 4. <u>Complete Work without Extra Cost.</u> Except to the extent otherwise specifically stated in this contract, the Contractor shall obtain and provide, without additional cost to the City, all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Work.

Sec. 5. <u>Contractor's Billings to City. Compensation.</u> The Contractor shall send invoices to the City on a monthly basis for the amounts to be paid pursuant to this contract. Each invoice shall document, to the reasonable satisfaction of the City**:** such information as may be reasonably requested by the City. [*City staff - Add any special requirements or detail needed in the invoices.***] Within twenty days after the City receives an invoice, the City shall send the Contractor a check in payment for all undisputed amounts contained in the invoice.

The City shall pay the Contractor for the Work as follows: [*City staff - Describe the timing of payments, how amounts are calculated, etc. List the kinds of expenses, if any, that the City will reimburse.***]. The City shall not be obligated to pay the Contractor any payments, fees, expenses, or compensation other than those authorized by this section.

Sec. 6. <u>Prompt Payment to Subcontractors</u>. (a) Within 7 days of receipt by the Contractor of each payment from the City under this contract, the Contractor shall pay all Subcontractors (which term includes subconsultants and suppliers) based on work completed or service provided under the subcontract. Should any payment to the Subcontractor be delayed by more than 7 days after receipt of payment by the Contractor from the City under this contract, the Contractor shall pay the Subcontractor interest, beginning on the 8th day, at the rate of 1% per month or fraction thereof on such unpaid balance as may be due. By appropriate litigation, Subcontractors shall have the right to enforce this subsection (a) directly against the Contractor, but not against the City of Durham.

(b) If the individual assigned to administer this contract for the City (in this section, titled "Prompt Payment to Subcontractors," he or she will be referred to as the "Project Manager") determines that it is appropriate to enforce subsection (a) in this manner, the City may withhold from progress or final payments to the Contractor the sums estimated by the Project Manager to be

    (i) the amount of interest due to the Subcontractor under subsection (a), and/or
    (ii) the amounts past-due under subsection (a) to the Subcontractor but not exceeding 5% of the payment(s) due from the City to the Contractor.

This subsection (b) does not limit any other rights to withhold payments that the City may have.

(c) Nothing in this section (titled "Prompt Payment to Subcontractors") shall prevent the Contractor at the time of invoicing, application, and certification to the City from withholding invoicing, application, and certification to the City for payment to the Subcontractor for unsatisfactory job progress;

defective goods, services, or construction not remedied; disputed work; third-party claims filed or reasonable evidence that such a claim will be filed; failure of the subcontractor to make timely payments for labor, equipment, and materials; damage to the Contractor or another subcontractor; reasonable evidence that the subcontract cannot be completed for the unpaid balance of the subcontract sum; or a reasonable amount for retainage not to exceed 10%.

(d) The Project Manager may require, as a prerequisite to making progress or final payments, that the Contractor provide statements from any Subcontractors designated by the Project Manager regarding the status of their accounts with the Contractor. The statements shall be in such format as the Project Manager reasonably requires, including notarization if so specified.

Sec. 7. Insurance. [*City staff –to be filled in. Consult Risk Management.*]

Sec. 8. Performance of Work by City. If the Contractor fails to perform the Work in accordance with the schedule required by this contract, the City may, in its discretion, in order to bring the project closer to the schedule, perform or cause to be performed some or all of the Work, and doing so shall not waive any of the City's rights and remedies. Before doing so, the City shall give the Contractor notice of its intention. The Contractor shall reimburse the City for additional costs incurred by the City in exercising its right to perform or cause to be performed some or all of the Work pursuant to this section. [*City staff – Regarding the first sentence of this section: It is possible that -- and acceptable if -- the schedule is not called "schedule." The schedule may be scattered about the contract. Try to indicate where the schedule is; an improved sentence might read: If the Contractor fails to perform the Work in accordance with the schedule required by this contract, including the schedule required by section __, the City may, in its discretion, in order to bring the project closer to the schedule, perform or cause to be performed some or all of the Work, and doing so shall not waive any of the City's rights and remedies.*]

Sec. 9. Exhibits. The following exhibits are made a part of this contract: [*If none, write "None." Try to put your requirements, etc. into Section 2 and Section 3 of this contract, or in other appropriate places in this contract, instead of in exhibits. Unless what you want to say is really long, don't use an exhibit. It's easier to keep track of text that is in the middle of the contract and even makes it easier to number the pages. Heavy use of exhibits probably goes back to pre-computer days, when it was hard to cut and paste.*]

Exhibit A [*Insert title of exhibit]* containing [*insert number*] page(s).

Exhibit B [*Insert title of exhibit*] containing [*insert number*] page(s).

In case of conflict between an exhibit and the text of this contract excluding the exhibit, the text of this contract shall control.

Sec. 10. Notice. (a) This subsection (a) pertains to all notices related to or asserting default, breach of contract, claim for damages, suspension or termination of performance, suspension or termination of contract, and extension or renewal of the term. All such notices shall be given by personal delivery, fax, UPS, Federal Express, a designated delivery service authorized pursuant to 26 U.S.C. 7502(f)(2), or certified United States mail, return receipt requested, addressed as follows. The parties are requested to send a copy by email.

To the City:
[*Insert name and department*]
City of Durham
101 City Hall Plaza
Durham, NC 27701-3329
The fax number is (919) [*Insert fax number.*]
Email: [*Insert email address.*]

To the Contractor:
[*Insert name and address*]
The fax number is _____.
Email:

(b) Change of Address. Date Notice Deemed Given. A change of address, email address, fax number, or person to receive notices under subsection (a) shall be made by notice given pursuant to subsection (a). All notices and other communications related to or under this contract shall be deemed given and sent at the time of actual delivery, if personally delivered or sent by fax, personal delivery, UPS, Federal Express, or a designated delivery service. If the notice or other communication is sent by United

States mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the United States Postal Service or upon actual delivery, whichever first occurs.

Sec. 11. <u>Indemnification.</u> (a) To the maximum extent allowed by law, the Contractor shall defend, indemnify, and save harmless Indemnitees from and against all Charges that arise in any manner from, in connection with, or out of this contract as a result of acts or omissions of the Contractor or subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. In performing its duties under this subsection "a," the Contractor shall at its sole expense defend Indemnitees with legal counsel reasonably acceptable to City. (b) Definitions. As used in subsections "a" above and "c" below -- "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, and expenses (included without limitation within "Charges" are (1) interest and reasonable attorneys' fees assessed as part of any such item, and (2) amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders -- including but not limited to any such alleged violation that arises out of the handling, transportation, deposit, or delivery of the items that are the subject of this contract). "Indemnitees" means City and its officers, officials, independent contractors, agents, and employees, excluding the Contractor. (c) Other Provisions Separate. Nothing in this section shall affect any warranties in favor of the City that are otherwise provided in or arise out of this contract. This section is in addition to and shall be construed separately from any other indemnification provisions that may be in this contract. (d) Survival. This section shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this contract. (e) Limitations of the Contractor's Obligation. If this section is in, or is in connection with, a contract relative to the design, planning, construction, alteration, repair or maintenance of a building, structure, highway, road, appurtenance or appliance, including moving, demolition and excavating connected therewith, then subsection "a" above shall not require the Contractor to indemnify or hold harmless Indemnitees against liability for damages arising out of bodily injury to persons or damage to property proximately caused by or resulting from the negligence, in whole or in part, of Indemnitees.

Sec. 12. <u>Trade Secrets; Confidentiality</u>. The request for proposals (RFP) section titled "Trade Secrets and Confidentiality" shall apply to any Trade Secrets disclosed to the City during the process leading to the parties' entering into this Contract (including all of the Contractor's responses to the RFP). This section (titled "Trade Secrets; Confidentiality") shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this contract. For purposes of this contract, the word "candidate" in the RFP section just cited shall mean the "Contractor."

Sec. 13. <u>Termination for Convenience ("TFC")</u>. (a) *Procedure.* Without limiting any party's right to terminate for breach, the parties agree that the City may, without cause, and in its discretion, terminate this contract for convenience by giving the Contractor written notice that refers to this section. TFC shall be effective at the time indicated in the notice. (b) *Obligations.* Upon TFC, all obligations that are still executory on both sides are discharged except that any right based on prior breach or performance survives, and the indemnification provisions and the section of this contract titled Trade Secrets and Confidentiality, if any, shall remain in force. At the time of TFC or as soon afterwards as is practical, the Contractor shall give the City all Work, including partly completed Work. In case of TFC, the Contractor shall follow the City's instructions as to which subcontracts to terminate. (c) *Payment.* The City shall pay the Contractor an equitable amount for the costs and charges that accrue because of the City's decisions with respect to the subcontracts, but excluding profit for the Contractor. Within 20 days after TFC, the City shall pay the Contractor one hundred dollars as a TFC fee and shall pay the Contractor for all Work performed except to the extent previously paid for. Work shall be paid for in accordance with the method (unit prices, hourly fees, etc.) to be used for payment had the Work been completed except to the extent it would be inequitable to either party, and if Work was to be paid for on a lump-sum basis, the City shall pay the part of the lump sum that reflects the percentage of completion attained for that Work. The Contractor shall not be entitled to any payment because of TFC except as stated in this section, whether on the basis of overhead, profit, damages, other economic loss, or otherwise.

Sec. 14. <u>State Law Provisions</u>.

<u>(a) E-Verify Requirements</u>. (A) If this contract is awarded pursuant to North Carolina General Statutes (NCGS) 143-129 – (i) the contractor represents and covenants that the contractor and its

subcontractors comply with the requirements of Article 2 of Chapter 64 of the NCGS; (ii) the words "contractor," "contractor's subcontractors," and "comply" as used in this subsection (A) shall have the meanings intended by NCGS 143-129(j); and (iii) the City is relying on this subsection (A) in entering into this contract. (B) If this contract is subject to NCGS 143-133.3, the contractor and its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the NCGS.

(b) Iran Divestment Act Certification. The Contractor certifies that, if it submitted a successful bid for this contract, then as of the date it submitted the bid, the Contractor was not identified on the Iran List. If it did not submit a bid for this contract, the Contractor certifies that as of the date that this contract is entered into, the Contractor is not identified on the Iran List.   It is a material breach of contract for the Contractor to be identified on the Iran List during the term of this contract or to utilize on this contract any subcontractor that is identified on the Iran List. In this Iran Divestment Act Certification section -- "Contractor" means the person entering into this contract with the City of Durham; and "Iran List" means the Final Divestment List – Iran, the Parent and Subsidiary Guidance List – Iran, and all other lists issued from time to time by the N.C. State Treasurer to comply with G. S. 143C-6A-4 of the N.C. Iran Divestment Act.

Sec. 15. Miscellaneous

(a) Choice of Law and Forum; Service of Process. (i) This contract shall be deemed made in Durham County, North Carolina. This contract shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this contract shall be the North Carolina General Court of Justice, in Durham County. Such actions shall neither be commenced in nor removed to federal court. This subsection (a) shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this subsection. (ii) If the Contractor is not a natural person (for instance, the Contractor is a corporation or limited liability company), this subsection (ii) applies. "Agent for Service of Process" means every person now or hereafter appointed by the Contractor to be served or to accept service of process in any State of the United States. Without excluding any other method of service authorized by law, the Contractor agrees that every Agent for Service of Process is designated as its non-exclusive agent for service of process, summons, and complaint. The Contractor will instruct each Agent for Service of Process that after such agent receives the process, summons, or complaint, such agent shall promptly send it to the Contractor. This subsection (ii) does not apply while the Contractor maintains a registered agent in North Carolina with the office of the N. C. Secretary of State and such registered agent can be found with due diligence at the registered office.

(b) Waiver. No action or failure to act by the City shall constitute a waiver of any of its rights or remedies that arise out of this contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

(c) Performance of Government Functions. Nothing contained in this contract shall be deemed or construed so as to in any way estop, limit, or impair the City from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

(d) Severability. If any provision of this contract shall be unenforceable, the remainder of this contract shall be enforceable to the extent permitted by law.

(e) Assignment. Successors and Assigns. Without the City's written consent, the Contractor shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out of this contract. The City Manager may consent to an assignment without action by the City Council. Unless the City otherwise agrees in writing, the Contractor and all assignees shall be subject to all of the City's defenses and shall be liable for all of the Contractor's duties that arise out of this contract and all of the City's claims that arise out of this contract. Without granting the Contractor the right to assign, it is agreed that the duties of the Contractor that arise out of this contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.

(f) Compliance with Law. In performing all of the Work, the Contractor shall comply with all applicable law.

(g) Notice of City Policy. THE CITY OPPOSES DISCRIMINATION ON THE BASIS OF RACE AND SEX AND URGES ALL OF ITS CONTRACTORS TO PROVIDE A FAIR OPPORTUNITY FOR MINORITIES AND WOMEN TO PARTICIPATE IN THEIR WORK FORCE AND AS SUBCONTRACTORS AND VENDORS UNDER CITY CONTRACTS.

(h) SDBE. The Contractor shall comply with all applicable provisions of Article III of Chapter 18 of the Durham City Code (Equal Business Opportunities Ordinance), as amended from time to time. The

failure of the Contractor to comply with that article shall be a material breach of contract which may result in the rescission or termination of this contract and/or other appropriate remedies in accordance with the provisions of that article, this contract, and State law. The Participation Plan submitted in accordance with that article is binding on the Contractor. Section 18-59(f) of that article provides, in part, "If the City Manager determines that the Contractor has failed to comply with the provisions of the Contract, the City Manager shall notify the Contractor in writing of the deficiencies. The Contractor shall have 14 days, or such time as specified in the Contract, to cure the deficiencies or establish that there are no deficiencies." It is stipulated and agreed that those two quoted sentences apply only to the Contractor's alleged violations of its obligations under Article III of Chapter 18 and not to the Contractor's alleged violations of other obligations.

(i) <u>No Third Party Rights Created.</u> This contract is intended for the benefit of the City and the Contractor and not any other person.

(j) <u>Principles of Interpretation and Definitions.</u> (1) The singular includes the plural and the plural the singular. The pronouns "it" and "its" include the masculine and feminine. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The words "include," "including," etc. mean include, including, etc. without limitation. (2) References to a "Section" or "section" shall mean a section of this contract. (3) "Contract" and "Agreement," whether or not capitalized, refer to this instrument. (4) "Duties" includes obligations. (5) The word "person" includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and other legal entities. (6) The word "shall" is mandatory. (7) The word "day" means calendar day. (8) The word "Work" is defined in Section 2. (9) A definition in this contract will not apply to the extent the context requires otherwise.

(k) <u>Modifications. Entire Agreement.</u> A modification of this contract is not valid unless signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the City unless it is signed by the City Manager, a deputy or assistant City Manager, or, in limited circumstances, a City department director. This contract contains the entire agreement between the parties pertaining to the subject matter of this contract. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this contract.

(*l*) <u>City's Manager's Authority.</u> To the extent, if any, the City has the power to suspend or terminate this contract or the Contractor's services under this contract, that power may be exercised by City Manager or a deputy or assistant City Manager without City Council action.

IN WITNESS WHEREOF, the City and the Contractor have caused this contract to be executed under seal themselves or by their respective duly authorized agents or officers.

   ATTEST: CITY OF DURHAM

_____
By:_____

preaudit certificate, if applicable _____